

**FIRST AMENDMENT TO
AGREEMENT FOR SALE OF
REAL PROPERTY BETWEEN THE CITY OF MILPITAS AND MILPITAS –
DISTRICT 1 ASSOCIATES, LLC FOR REAL PROPERTY ADJACENT TO
GREAT MALL PARKWAY AND SOUTH MAIN STREET COMMONLY CALLED
“THE WHITE HOLE” AREA**

This First Amendment to Agreement (“Amendment”) is made and entered into as of February __, 2016, between the CITY OF MILPITAS, a California municipal corporation of the State of California (hereinafter, “SELLER”), and MILPITAS – DISTRICT 1 ASSOCIATES, LLC, a Delaware limited liability company (hereinafter, “BUYER”).

W I T N E S S E T H:

WHEREAS, BUYER and SELLER are parties to that certain Agreement for Sale of Real Property having an “Effective Date” of June 19, 2015 (hereinafter, the “Agreement”), pursuant to which an escrow was opened with Chicago Title Company as Escrow Holder;

WHEREAS, BUYER and SELLER desire to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions hereinafter set forth, BUYER and SELLER do hereby agree as follows:

1. **Terms.** All capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Agreement.

2. **Purchase Price.** The second and third sentences of Section 2 of the Agreement are hereby deleted and replaced with the following:

“The Purchase Price for the PROPERTY shall be One Hundred Fifty Thousand Dollars (\$150,000.00).”

3. **Delivery and Recording of Deed and Real Property Taxes.** Section 5 of the Agreement is hereby deleted and replaced with the following:

“By Friday, February 5, 2016, SELLER shall deliver, to Escrow Holder, a Quitclaim Deed executed by SELLER. SELLER and BUYER shall deliver any such additional documents and instruments as Escrow Holder may reasonably require in order to close escrow. SELLER and BUYER shall provide Escrow Holder with any separate instructions for closing escrow consistent with the terms of this AGREEMENT. Escrow Holder will close the escrow

and record the Quitclaim Deed no later than February 10, 2016, or such earlier or later date mutually agreed upon and as directed by both BUYER and SELLER in their escrow instructions. Real property taxes and assessments, if any, shall be payable by BUYER for the period from and after the Effective Date.

If escrow does not close by February 11, 2016, due to the default of BUYER, then SELLER shall have no obligation to close on the sale of the Property and may terminate escrow upon written notice to Escrow Holder and BUYER.

UPON SUCH TERMINATION, ESCROW HOLDER SHALL DELIVER \$50,000 (THE "RELEASED AMOUNT") OF THE PURCHASE PRICE TO SELLER AS LIQUIDATED DAMAGES TO RECOMPENSE SELLER FOR THE TIME SPENT, LABOR AND SERVICES PERFORMED, AND THE LOSS OF ITS BARGAIN; AND THE REMAINDER OF THE PURCHASE PRICE, PLUS ANY INTEREST ACCRUED THERON, SHALL BE DISBURSED TO BUYER. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO AFFIX DAMAGES IF BUYER SO DEFAULTS AND THAT SUCH RELEASE AMOUNT TO SELLER REPRESENTS A REASONABLE ESTIMATE OF SELLER'S DAMAGES. SELLER AGREES TO ACCEPT SUCH RELEASED AMOUNT AS SELLER'S SOLE REMEDY IF BUYER DEFAULTS IN ITS OBLIGATION TO PURCHASE THE PROPERTY PURSUANT TO THIS AGREEMENT. THE FOREGOING IS NOT INTENDED TO LIMIT BUYER'S INDEMNITY OBLIGATIONS HEREUNDER NOR DOES IT IN ANY WAY LIMIT THE SELLER'S RIGHTS TO ENFORCE, SUSPEND, REVOKE OR TAKE ANY OTHER ACTIONS RELATING TO ANY PERMITS OR APPROVALS ON THE PROJECT.

SELLER'S INITIALS

BUYER'S INITIALS"

4. **Agreement Unchanged and Complete.** Except as changed by this Amendment, the Agreement remains unchanged and contains the entire agreement of BUYER and SELLER with respect to the Property and the Escrow.

5. **Counterparts**. This Amendment may be signed in counterparts.

WITNESS THE EXECUTION HEREOF on the date of execution by SELLER as written below:

“SELLER” and “CITY”

CITY OF MILPITAS,
a California municipal corporation

By: _____

Name: _____

Title: _____

Date of Execution: _____

“BUYER”

APPROVED AS TO FORM:

MILPITAS – DISTRICT 1 ASSOCIATES,
LLC, a Delaware limited liability company

City Attorney

By: _____

Name: _____

Title: _____

Date of Execution: _____

**AGREEMENT FOR SALE OF
REAL PROPERTY BETWEEN THE CITY OF MILPITAS AND MILPITAS – DISTRICT
1 ASSOCIATES, LLC FOR REAL PROPERTY ADJACENT TO GREAT MALL
PARKWAY AND SOUTH MAIN STREET COMMONLY CALLED “THE WHITE HOLE”
AREA**

THIS AGREEMENT is made and entered into by and between the CITY OF MILPITAS, a California municipal corporation of the State of California (hereinafter “SELLER”) and MILPITAS – DISTRICT 1 ASSOCIATES, LLC, a Delaware limited liability company (hereinafter “BUYER”) upon execution by SELLER (hereinafter “Effective Date”).

WITNESSETH:

WHEREAS, SELLER is the owner of that certain real property consisting of approximately .7 acres of undeveloped land located in the City of Milpitas, County of Santa Clara, State of California, more particularly described in **EXHIBIT “A”** and depicted in **EXHIBIT “B”** (hereinafter “PROPERTY”) attached hereto and incorporated herein, which PROPERTY is adjacent to certain property owned by BUYER (the “BUYER PROPERTY”); and

WHEREAS, on March 20, 2012, the City Council of the City of Milpitas adopted Resolution No. 8165 approving Site Development Permit No. SD11-0001, Major Tentative Map No. TM11-0002, Conditional Use Permit No. UP11-0037, for the McCandless Mixed Use Project including the development of approximately Three Hundred and Seventy-One (371) residential units and Fifty Two Thousand Four Hundred (52,400) square feet of commercial space on Lot 1 of the project known as “District 1” located on BUYER PROPERTY; and

WHEREAS, BUYER desires to subdivide certain land in the CITY in accordance with a final map filed with the Milpitas City Council, marked and designated as Tract No.

10140 McCandless District 1, to construct a mixed-used residential building (the "Project") on BUYER PROPERTY; and

WHEREAS, BUYER requires the use of a portion of old Capitol Avenue right of way known as the "White Hole" and previously described as the PROPERTY at the southeast corner of South Main Street at Great Mall Parkway east of Union Pacific Railroad for the fulfillment of certain development parking requirements; and

WHEREAS, SELLER desires to sell the PROPERTY to BUYER and BUYER desires to purchase the PROPERTY from SELLER on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions hereinafter set forth, the parties hereto do hereby agree as follows:

1. Property to be Conveyed.

Subject to the provisions of this Agreement, SELLER shall transfer and convey to BUYER by Quitclaim Deed in substantially the same form as **Exhibit "C"**, and BUYER shall purchase and take from SELLER, all of SELLER's right, title and interest in and to the PROPERTY.

2. Purchase Price.

BUYER shall pay to SELLER, in consideration of SELLER's conveyance to BUYER of said PROPERTY a purchase price amount as determined pursuant to this Section 2. The Purchase Price for the PROPERTY shall be determined by SELLER and BUYER prior to issuance by the CITY of the first certificate of occupancy (temporary or final) for the Project, and shall be paid by BUYER to CITY at the Closing (as defined herein). The Purchase Price shall be established by mutual agreed upon

appraised or otherwise determined value of the PROPERTY. Said sum shall hereinafter be referred to as the "Purchase Price".

3. Tender and Acceptance of Payment.

BUYER shall immediately open escrow upon full execution of this Agreement with the Escrow Holder as defined in this Section 3. BUYER shall deposit the amount of Fifty Thousand Dollars (\$50,000) with Chicago Title Company, located at 12156 Saratoga-Sunnyvale Road, Saratoga, CA 95070, (408) 973-1900 (Phone) (408) 973-8778 (Fax), Attention: Lori Young, Escrow Branch Mgr., e-mail younglo@ctt.com (the "Escrow Holder") no later than two (2) business days after the open of escrow. By its execution of this AGREEMENT, SELLER accepts the Purchase Price as full compensation for the PROPERTY. BUYER shall deposit the remaining amount of the Purchase Price with Escrow Holder at least two (2) business days prior to Closing (as defined herein).

4. Additional Fees and Charges.

BUYER shall be responsible for the full payment of all title insurance, escrow, recording fees, documentary transfer taxes, broker commission and other fees and charges associated with this transaction. BUYER shall indemnify, defend and hold SELLER harmless from and against, and SELLER shall have no liability or responsibility for any such fees, costs, taxes, or expenses.

5. Delivery and Recording of Deed and Real Property Taxes.

No later than thirty (30) days from the Effective Date, SELLER shall deliver, to the office of the Escrow Holder, a Quitclaim Deed executed by SELLER. SELLER and BUYER shall deliver any such additional documents and instruments as Escrow Holder may reasonably require in order to close escrow. The SELLER and BUYER shall provide Escrow Holder with any separate instructions for closing escrow consistent with

the terms of this AGREEMENT. The Escrow Holder will close the escrow and record the Quitclaim Deed no later than five (5) business days following (1) written notice from SELLER that BUYER has satisfied the Closing Construction Conditions set forth in subclauses (A), (B) and (C) below (as defined below), (2) Escrow Holder confirms that Closing Construction Condition set forth in subclause (D) below has been satisfied, and (3) written notice from Buyer that it is ready to consummate the Closing (hereinafter, the "Closing Date"), or such earlier or later date mutually agreed upon and as directed by both BUYER and SELLER in their escrow instructions. Real property taxes and assessments, if any, shall be payable by BUYER for the period from and after the Effective Date of this Agreement.

For purposes hereof, "Closing Construction Condition" means (A) the completion of foundation component of the retail building to be constructed on the BUYER PROPERTY; (B) the initial commencement of constructing the above ground component retail shell of such retail building (as evidenced by first inspection of such retail shell component); (C) the parties have agreed upon the Purchase Price as set forth in Section 2 of this Agreement; and (D) BUYER has deposited with Escrow Holder the full amount of the Purchase Price as set forth in Section 3 of this Agreement.

In the event the Closing Date does not occur on or prior to the date upon which the Certificate of Occupancy (temporary or final) for the One Hundred Eighty Seventh (187th) residential unit is issued by the City, subject to delay as further described below (the "Outside Closing Date"), through no fault of Seller, then Seller shall have no obligation to close on the Sale of the Property and may terminate escrow upon written notice to Escrow Holder and Buyer. Additionally, City shall have no obligation to issue any Certificate of Occupancy (temporary or final) after the One Hundred Eighty Seventh (187th) residential unit if the Closing Date does not occur prior to the Outside Closing Date. Notwithstanding the foregoing, the Outside Closing Date shall be extended on a day-for-day basis in the event of a delay by BUYER in satisfying the Closing Condition that is out of Buyer's reasonable control, including delays caused by to strikes or other labor disputes, severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; for hazardous materials or toxic substances at the BUYER PROPERTY; or for the actions or inaction of governmental agencies.

UPON SUCH TERMINATION, ESCROW HOLDER SHALL DELIVER \$50,000 (THE "RELEASED AMOUNT") OF THE PURCHASE PRICE TO SELLER AS LIQUIDATED DAMAGES TO RECOMPENSE SELLER FOR TIME SPENT, LABOR AND SERVICES PERFORMED, AND THE LOSS OF ITS BARGAIN; AND THE REMAINDER OF THE PURCHASE PRICE, PLUS ANY INTEREST ACCRUED THEREON, SHALL BE DISBURSED TO BUYER. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO AFFIX DAMAGES IF PURCHASER SO DEFAULTS AND THAT SUCH RELEASED AMOUNT TO SELLER REPRESENTS A REASONABLE ESTIMATE OF SELLER'S DAMAGES. SELLER AGREES TO ACCEPT SUCH RELEASED AMOUNT AS SELLER'S SOLE REMEDY IF BUYER DEFAULTS IN ITS OBLIGATION PURCHASE THE PROPERTY PURSUANT TO THIS AGREEMENT. THE FOREGOING IS NOT INTENDED TO LIMIT BUYER'S INDEMNITY OBLIGATIONS HEREUNDER NOR DOES IT IN ANY WAY LIMITS THE CITY'S RIGHTS TO ENFORCE, SUSPEND, REVOKE OR TAKE ANY OTHER ACTIONS RELATING TO ANY PERMITS OR APPROVALS ON THE PROJECT OR TO WITHHOLD CERTIFICATE OF OCCUPANCY AS SET FORTH IN THE PARAGRAPH ABOVE.

6. Title Insurance.

BUYER, at its sole cost and expense, may obtain any title insurance it deems necessary for the Property.

7. Condition of Title.

SELLER's right, title and interest in and to the PROPERTY shall be delivered by SELLER hereunder subject to all exceptions, encumbrances, liens and restrictions of record and not of record, as of the Closing Date.

8. AS-IS Property Condition/BUYER's Due Diligence.

BUYER agrees that: i) it is purchasing the PROPERTY "as is" and in reliance on BUYER's own investigation, which it has had the opportunity to conduct to its satisfaction prior to the Effective Date, ii) no representations or warranties of any kind whatsoever, express or implied, have been made by SELLER regarding the PROPERTY or the legal or physical condition thereof, including without limitation any zoning regulations or other governmental requirements, the existence of "Hazardous Substances" (as defined in Section 9, below) or other site conditions, or any other matters affecting the use, value or condition of the PROPERTY, and iii) it shall take the PROPERTY in the condition that it is in at the Closing Date. To the extent that SELLER has provided to BUYER information or reports regarding the PROPERTY, SELLER makes no representations or warranties with respect to the accuracy or completeness thereof.

9. Indemnification and Hold Harmless.

BUYER agrees to protect, defend, indemnify and hold harmless, SELLER, its officers, employees, or agents, from and against all claims, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (collectively, "Claims") of any kind whatsoever paid, incurred, suffered or asserted, or related to, on or after the close of escrow directly or indirectly arising from or attributable to conditions on or BUYER's use of the PROPERTY (including BUYER's use of the PROPERTY before the Effective Date), including without limitation any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any Hazardous Substance on, under or about the PROPERTY, regardless of whether undertaken due to governmental action. The foregoing hold harmless and indemnification provision and following release provision shall apply to the fullest extent permitted by law, including where such Claim is the result of the act or omission of SELLER, its officers, agents or employees. Without limiting the generality

of this indemnity and hold harmless provision in any way, this provision is intended to operate as an Agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364 in order to indemnify, defend, protect and hold harmless SELLER, its officers, agents or employees for any liability pursuant to such sections. SELLER and BUYER agree that for purposes of this Agreement, the term "Hazardous Substance" shall have the definition set forth in **EXHIBIT "D"**, which is attached to this AGREEMENT and incorporated by reference. BUYER, for itself, its legal representatives and assigns, releases SELLER, its officers, agents or employees from any and all Claims that it had, now has, or claims to have, or that any person claiming through them may have, or claim to have, arising out of any use of, or conditions on, the PROPERTY (including, without limitation, uses of or conditions on the Property undertaken or caused by BUYER's prior to the Effective Date).

10. General Release.

BUYER acknowledges that it has read and understood the following statutory language of Civil Code Section 1542:

A general release does not extend to a claim, which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Having been so apprised, to the fullest extent permitted by law, BUYER, elects to assume all risk for claims heretofore or hereafter, known or unknown, arising from the subject of this release, and BUYER knowingly and voluntarily expressly release the SELLER, its officers, agents or employees from all Claims, unknown or unsuspected, arising out of any use of, or conditions on, the PROPERTY. The provisions of Sections 4, 6, 8, 9 and 10 shall survive the close of escrow or earlier termination of this AGREEMENT.

11. Binding on Successors.

This AGREEMENT inures to the benefit of and is binding on the parties, their respective heirs, personal representatives, successors and assigns. Buyer shall not have the right to assign this Agreement without the written consent of City, provided that Seller shall not unreasonably withhold its consent to an assignment by Buyer to an entity that is owned and controlled by Buyer.

12. Merger; Entire Agreement.

This AGREEMENT supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between SELLER and BUYER relating to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby. The terms of this AGREEMENT shall not be modified or amended except by an instrument in writing executed by each of the parties hereto.

13. Notices.

Any notice which is required to be given hereunder, or which either party may desire to give to the other, shall be in writing and may be personally delivered or given by mailing the same by registered or certified mail, postage prepaid, addressed as follows:

| | |
|---------------|--|
| To the BUYER: | Milpitas – District 1 Associates, LLC 4901 Birch Street Newport Beach, CA 92600 Attention: Frank T. Suryan, Jr. Telephone: 949-252-9101 Facsimile: 949-252-9202 |
|---------------|--|

or to such other place as BUYER may designate by written notice.

With copies to: Lyon Communities
4901 Birch Street
Newport Beach, CA 92660
Attention: Michael Barmettler, Esq.
Telephone: (949) 838-1235
Facsimile: (949) 252-9202
E-mail: mb@lyon1.com

To the SELLER: City of Milpitas
455 East Calaveras Boulevard
Milpitas, CA 95035
Attention: Thomas C. Williams, City Manager
Telephone: (408) 586-3050
Facsimile: (408) 586-3056
E-Mail: twilliams@ci.milpitas.ca.gov

or to such other place as SELLER may designate by written notice.

14. Miscellaneous.

- a. Whenever the singular number is used in this AGREEMENT and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.
- b. If there be more than one entity designated in or signatory to this AGREEMENT, the obligations hereunder imposed upon BUYER shall be joint and several; and the term BUYER as used herein shall refer to each and every of said signatory parties, severally as well as jointly.
- c. Time is and shall be of the essence of each term and provision of this AGREEMENT.

- d. Each and every term, condition, covenant and provision of this AGREEMENT is and shall be deemed to be a material part of the consideration for SELLER's entry into this AGREEMENT, and any breach hereof by BUYER shall be deemed to be a material breach. Each term and provision of this AGREEMENT performable by BUYER shall be construed to be both a covenant and a condition.
- e. This AGREEMENT shall be deemed to have been made in, and be construed in accordance with the laws of the State of California. Venue for any proceeding to enforce the provisions of this AGREEMENT shall be in the County of Santa Clara.
- f. The headings of the several paragraphs and sections of this AGREEMENT are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this AGREEMENT and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
- g. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either BUYER or SELLER in its respective rights and obligations contained in the valid covenants, conditions and provisions of this AGREEMENT.
- h. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall

be deemed a part of this AGREEMENT as if set forth fully herein. The exhibits to this AGREEMENT are as follows:

- Exhibit A – Legal Description of PROPERTY
- Exhibit B – Plat of PROPERTY
- Exhibit C – Form of Quitclaim Deed
- Exhibit D – Hazardous Substances

- i. This AGREEMENT shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.
- j. Days, unless otherwise specified, shall mean calendar days.
- k. The signatories to this Agreement is authorized to execute, on behalf of SELLER and BUYER, deeds and all other documents as may be necessary to effectuate this Agreement and the transfer of the property rights herein.
- l. The SELLER and BUYER shall enter in to a separate right of entry agreement for the use of the PROPERTY by Buyer and its representatives for access, improvement, and construction prior to conveyance.

[Signatures on following page]

WITNESS THE EXECUTION HEREOF on the date of execution by SELLER as written below:

"SELLER"

CITY OF MILPITAS,
a California municipal corporation

By: Thomas P. Williams
Name: Thomas P. Williams
Title: City Manager

Date of Execution: 6/19/15

"BUYER"

APPROVED AS TO FORM:

Michael J. Ogaz
Michael J. Ogaz
City Attorney

MILPITAS – DISTRICT 1 ASSOCIATES,
LLC, a Delaware limited liability company

By: Frank T. Suryan, Jr.
Name: Frank T. Suryan, Jr.
Title: President of Managing Member

Date of Execution: April 27, 2015

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA CLARA

On JUNE 19, 2015 before me, PAMELA JANE CARONONGAN, Notary Public
(insert name and title of the officer)

personally appeared THOMAS CHARLES WILLIAMS,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Pamela Jane* (Seal)

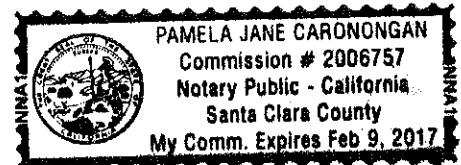


EXHIBIT A
DESCRIPTION OF PROPERTY

"EXHIBIT A"
LEGAL DESCRIPTION
RIGHT-OF-WAY PURCHASE AREA

All that real property situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Capitol Avenue as shown on the Record of Survey filed January 17, 1975 in Book 350 of Maps, at Page 33, Records of Santa Clara County, California, being more particularly described as follows:

Beginning at the northwest corner of "Parcel 7", as shown on the Map entitled "Parcel Map, McCandless Technology Park", filed December 5, 1984 in Book 536 of Maps, at Pages 41 through 43, Records of Santa Clara County, California, said point being the beginning of a curve to the left, of which the radius point lies S82°46'31"W, a radial distance of 5,832.33 feet; thence northerly along the arc, through a central angle of 00°03'37", a distance of 6.14 feet; thence N80°14'12"W, a distance of 76.34 feet to the beginning of a non tangent curve to the left, of which the radius point lies S82°29'32"W, a radial distance of 5,759.33 feet; thence northerly along said curve, through a central angle of 01°41'17", a distance of 169.69 feet; thence N88°23'49"E, a distance of 7.98 feet to the beginning of a non tangent curve to the right, of which the radius point lies S03°15'29"W, a radial distance of 52.02 feet; thence easterly along said curve, through a central angle of 16°38'48", a distance of 15.11 feet; thence S58°08'47"E, a distance of 34.45 feet to the beginning of a non tangent curve to the left, of which the radius point lies N37°11'36"E, a radial distance of 4,029.21 feet; thence southeasterly along said curve, through a central angle of 03°50'35", a distance of 270.26 feet; thence S57°06'02"E, a distance of 50.04 feet; thence S66°33'46"E, a distance of 60.37 feet; thence S57°13'28"E, a distance of 47.20 feet; to a tangent curve to the right having a radius of 14.00 feet; thence southeasterly along said curve, through a central angle of 42°42'48", a distance of 10.44 feet to a reverse curve to the left having a radius of 10.00 feet; thence southeasterly along said curve, through a central angle of 49°33'07", a distance of 8.65 feet to the north line of said "Parcel 7", and the point of cusp of curve to the left, of which the radius point lies S25°56'13"W, a radial distance of 657.96 feet; thence along said north line, westerly along said curve, through a central angle of 16°09'15", a distance of 185.51 feet; thence continuing along said north line, N80°13'02"W, a distance of 146.46 feet to the **Point of Beginning**.

Containing 30,388 square feet or 0.698 acres, more or less.

As shown on "Exhibit B", attached hereto and made a part hereof.

END OF DESCRIPTION.

EXHIBIT "B"

PLAT OF PROPERTY

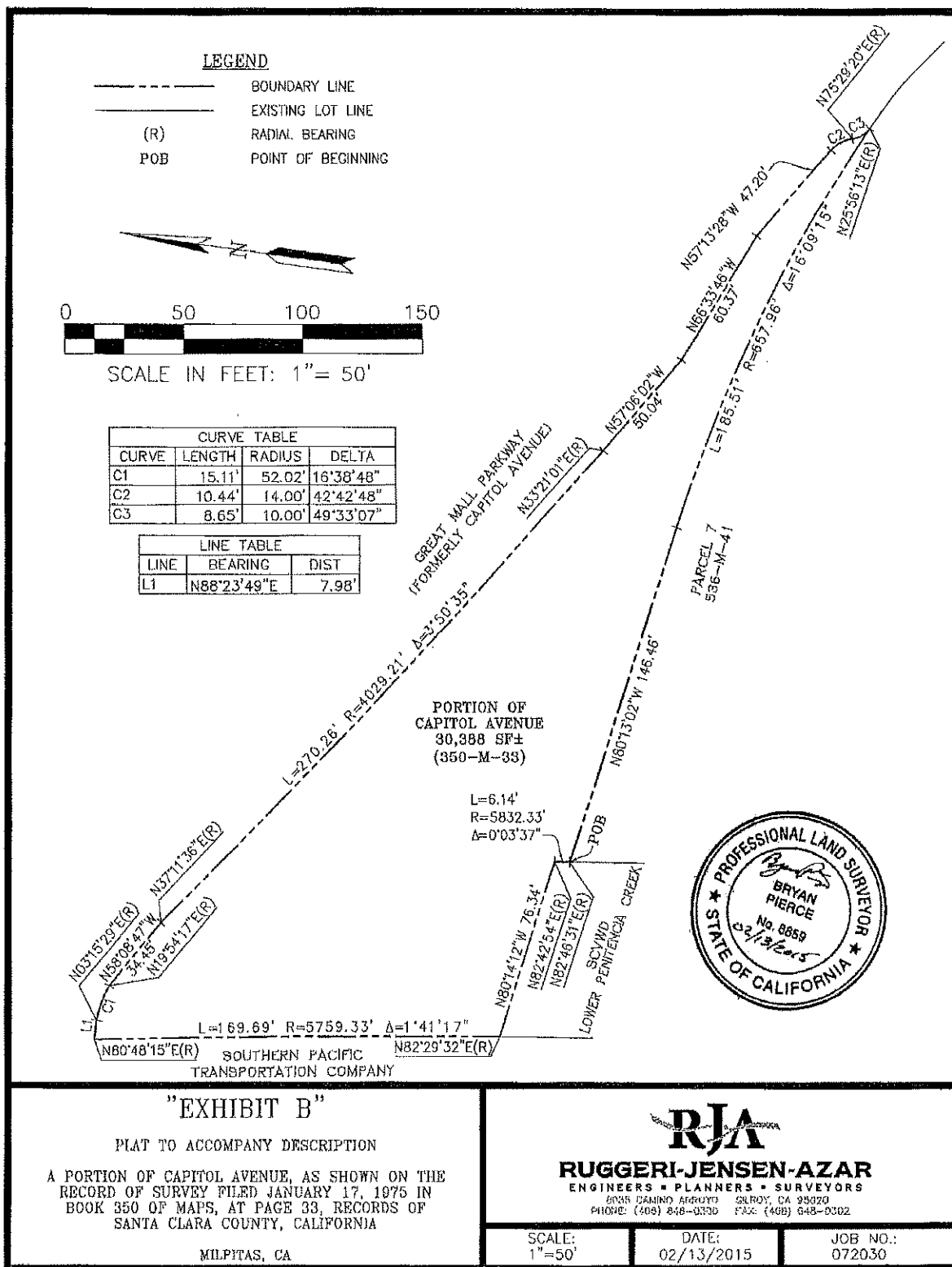


EXHIBIT "C"
QUITCLAIM DEED

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

With a copy to:

MAIL TAX STATEMENTS TO:

(space above for recorder's use only)

Document transfer tax is _____
Computed on full value of property conveyed
City Transfer tax is _____

Signature of declarant

QUITCLAIM DEED

The CITY OF MILPITAS, a California municipal corporation of the State of California, hereby REMISES, RELEASES AND FOREVER QUITCLAIMS to MILPITAS – DISTRICT 1 ASSOCIATES, LLC, a Delaware limited liability company, any and all right, title or interest in the real property located in the City of Milpitas, County of Santa Clara, State of California, described in the attached Exhibit A, incorporated by reference to this document, and depicted in the attached Exhibit B, incorporated by reference to this document.

IN WITNESS WHEREOF, the Quitclaimor has caused this instrument to be executed as
of this _____ day of _____, 201__.

_____, a _____

By: _____
Name: _____
Title: _____

EXHIBITS A and B TO QUITCLAIM DEED
DESCRIPTION AND DEPICTION OF PROPERTY

"EXHIBIT A"
LEGAL DESCRIPTION
RIGHT-OF-WAY PURCHASE AREA

All that real property situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Capitol Avenue as shown on the Record of Survey filed January 17, 1975 in Book 350 of Maps, at Page 33, Records of Santa Clara County, California, being more particularly described as follows:

Beginning at the northwest corner of "Parcel 7", as shown on the Map entitled "Parcel Map, McCandless Technology Park", filed December 5, 1984 in Book 536 of Maps, at Pages 41 through 43, Records of Santa Clara County, California, said point being the beginning of a curve to the left, of which the radius point lies S82°46'31"W, a radial distance of 5,832.33 feet; thence northerly along the arc, through a central angle of 00°03'37", a distance of 6.14 feet; thence N80°14'12"W, a distance of 76.34 feet to the beginning of a non tangent curve to the left, of which the radius point lies S82°29'32"W, a radial distance of 5,759.33 feet; thence northerly along said curve, through a central angle of 01°41'17", a distance of 169.69 feet; thence N88°23'49"E, a distance of 7.98 feet to the beginning of a non tangent curve to the right, of which the radius point lies S03°15'29"W, a radial distance of 52.02 feet; thence easterly along said curve, through a central angle of 16°38'48", a distance of 15.11 feet; thence S58°08'47"E, a distance of 34.45 feet to the beginning of a non tangent curve to the left, of which the radius point lies N37°11'36"E, a radial distance of 4,029.21 feet; thence southeasterly along said curve, through a central angle of 03°50'35", a distance of 270.26 feet; thence S57°06'02"E, a distance of 50.04 feet; thence S66°33'46"E, a distance of 60.37 feet; thence S57°13'28"E, a distance of 47.20 feet; to a tangent curve to the right having a radius of 14.00 feet; thence southeasterly along said curve, through a central angle of 42°42'48", a distance of 10.44 feet to a reverse curve to the left having a radius of 10.00 feet; thence southeasterly along said curve, through a central angle of 49°33'07", a distance of 8.65 feet to the north line of said "Parcel 7", and the point of cusp of curve to the left, of which the radius point lies S25°56'13"W, a radial distance of 657.96 feet; thence along said north line, westerly along said curve, through a central angle of 16°09'15", a distance of 185.51 feet; thence continuing along said north line, N80°13'02"W, a distance of 146.46 feet to the **Point of Beginning**.

Containing 30,388 square feet or 0.698 acres, more or less.
As shown on "Exhibit B", attached hereto and made a part hereof.

END OF DESCRIPTION.

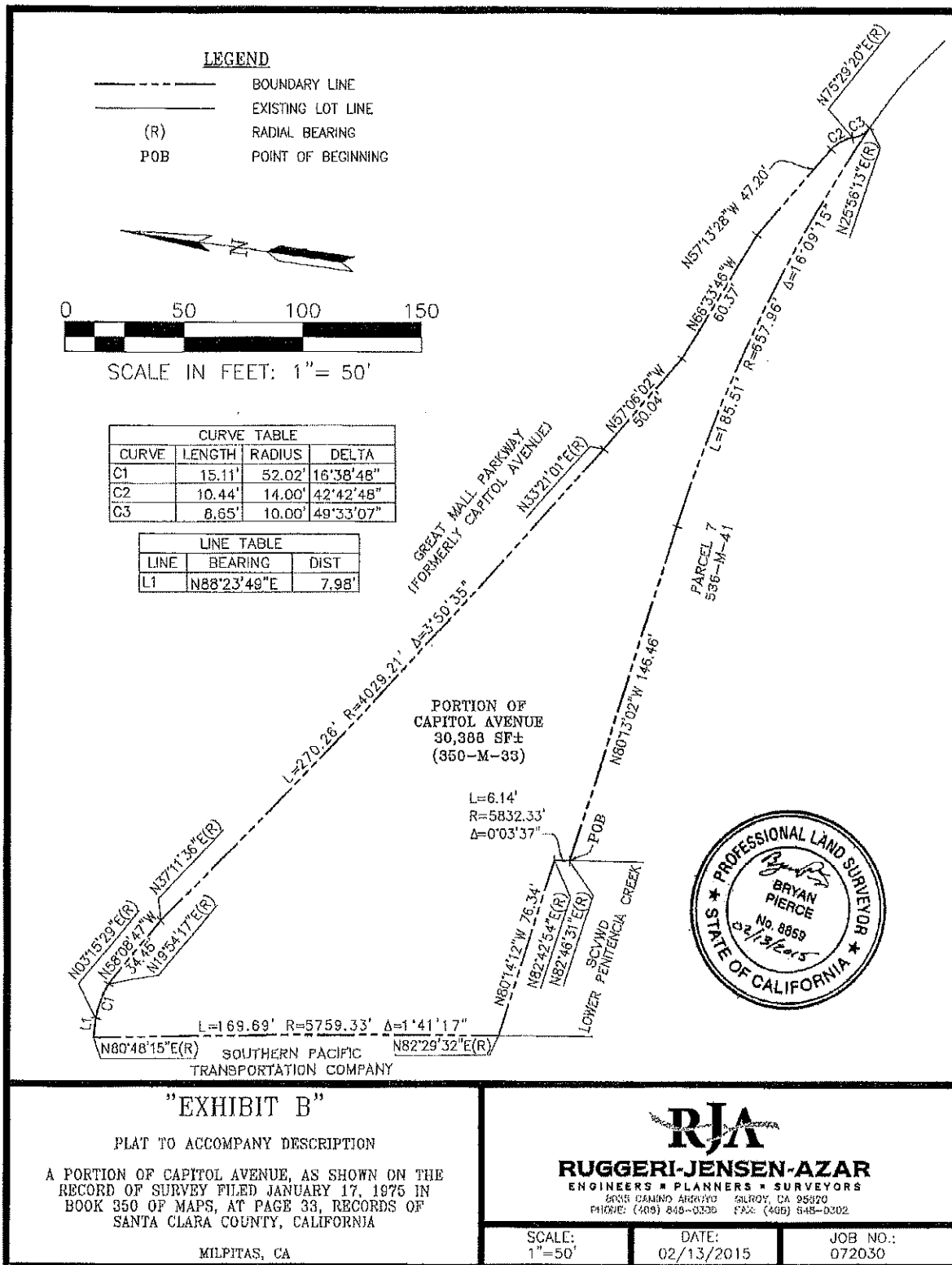


EXHIBIT "D"
Hazardous Substances

For the purpose of this Agreement, "**HAZARDOUS MATERIALS**" shall mean any and all: (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws; (b) materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and, (c) substances, products, by-products, wastes or other materials which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For the purposes of this Agreement, "**ENVIRONMENTAL LAWS**" shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state superlien or environmental clean-up.

***10C**

TFG

**The
Fillmore
Group**

**Real Estate Appraisal &
Consultation Services**

**Appraisal of Parcel 2
Tract 10140 McCandless District 1
0.698-Acre Vacant Parcel of Land
Located Along
Great Mall Parkway
Adjacent APN: 086-33-092
Milpitas, California 95035**

APPRAISAL REPORT

**APPRAISAL OF PARCEL 2
TRACT 10140 MCCANDLESS DISTRICT 1
A 0.698-ACRE VACANT PARCEL OF LAND
LOCATED ALONG
GREAT MALL PARKWAY
ADJACENT APN: 086-33-092
MILPITAS, CALIFORNIA 95035**

**AT THE REQUEST OF:
SCOTT LANNI
SENIOR VICE PRESIDENT, INVESTMENT MANAGEMENT
LYON COMMUNITIES
4901 BIRCH STREET
NEWPORT BEACH, CA 92660**

**PREPARED BY:
JEFFREY W. FILLMORE, MAI**

**THE FILLMORE GROUP
555 MERIDIAN AVENUE, SUITE C
SAN JOSE, CA 95126**



SUBJECT PROPERTY
Great Mall Parkway
Adjacent APN: 086-33-092
Milpitas, California 95035

THE FILLMORE GROUP
Real Estate Appraisal & Consultation Services

Jeffrey W. Fillmore, MAI
Bruce D. Mitchell, MAI
Chrisoula Kantiotou, Ph.D
Clint Freeman

Ryan T. Olfert
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Dennis Bogdan
Juan A. Laos, SRA

February 6, 2015

Scott Lanni
Senior Vice President, Investment Management
Lyon Communities
4901 Birch Street
Newport Beach, CA 92660

RE: Appraisal of Parcel 2
Tract 10140 McCandless District 1
A 0.698-Acre Vacant Parcel of Land
Located Along
Great Mall Parkway
Adjacent APN: 086-33-092
Milpitas, California 95035

Dear Mr. Lanni:

Pursuant to your request, we have prepared an appraisal report valuing the fee simple interest of the site described above. The site is owned by the city of Milpitas and it is our understanding that it is 100% encumbered with easements. It is also our understanding that the zoning and general plan of the site would be consistent with the adjoining site to the south if the site were privately owned and thus zoning would allow mixed use residential and commercial development. The site is triangular and given the narrow shape, development potential would be limited. Given the easements, development on an "As Is" basis is precluded.

The appraisal included an inspection of the subject site. This appraisal was made for the purpose of estimating the "As-Is" market value as defined in this report of the fee simple interest in the subject.

This report was prepared for Lyon Communities, the client. It is our understanding that the user of the report is Lyon Communities, its subsidiaries and/or affiliates. The report is to be used in negotiation with the City of Milpitas. **Use of this report by any others is not intended by the Appraisers.**

Mr. Scott Lanni
February 6, 2015
Page 2

This is intended to be an Appraisal Report as specified under Standards Rule 2-2(a) performed under the Uniform Standards of Professional Appraisal Practice and therefore contains an summary presentation of the data, reasoning, and analysis used in the valuation process to develop the appraisers' value conclusion. Additional information, pertaining to the appraisers' analyses and conclusions, is contained in the appraisal file.

Specific reference is made to pages one through four of this report, which sets forth the assumptions and limiting conditions and extraordinary assumptions upon which this appraisal is based. The use of these Assumptions and Limiting Conditions and Extraordinary Assumptions may have affected the assignment results.

Based upon our personal exterior inspection of the subject, judgment, and experience, and subject to the assumptions and limiting conditions and extraordinary assumptions included within this report, it is our opinion that the "As Is" market value of the fee simple interest in the subject property as of February 4, 2015 is:

ONE HUNDRED FIFTY THOUSAND DOLLARS
(\$150,000)

The previously shown market value estimate is predicated upon an assumed exposure period of nine to twelve months.

This appraisal has been completed and complies with the guidelines set forth in Title XI of the Federal Financial Institutions' Reform, Recovery and Enforcement Act of 1989 (FIRREA), which includes conformance with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation and the Appraisal Institute. We hereby submit the attached appraisal report containing the results of our investigation and our opinion of value. It has been my pleasure to serve you in this manner.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Jeffrey W. Fillmore", with a stylized flourish at the end.

Jeffrey W. Fillmore, MAI
#AG004481

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Date of Value: February 4, 2015

Date of the Report: February 6, 2015

Concluded Value: \$150,000

The foregoing value conclusion is subject to the Assumption and Limiting Conditions and Extraordinary Assumptions which follow. Unless otherwise indicated, the concluded value does not include the value of personal property, if any, or the value of other non-realty interests, if any. The concluded value is linked to the estimate of exposure time which follows.

Exposure Time: The estimated exposure time to achieve the above value conclusion(s) is nine to twelve months.

Land Use Controls: Zoning Designation: MXD2-Retail High Density Mixed Use with Site and Architectural and Transit Oriented Development Overlays (-S and -TOD) – (See Extraordinary Assumptions)

Flood Hazard Determination: As reported by F.E.M.A. on Flood Insurance Rate Map 06085C0067J, dated February 19, 2014, the subject site is located in flood zone “AO” and is designated as being within the 100-year flood plain. It is our understanding that improved properties located within this zone **are** required to obtain flood insurance if financed by a federally-insured lending institution. The City of Milpitas is a participating community in the National Flood Insurance Regular Program and flood insurance is available if desired.

Contingencies: The estimate of *Market Value “As Is”* is contingent upon the following: Please refer to the extraordinary assumptions.

Improvements: The site is currently vacant with curbs and gutters in place.

Site: According to supplied information, the subject site offers a narrow triangular shape consisting of 0.698 acres or approximately 30,405 square feet.

Highest and Best Use: Hold for future use.

TABLE OF CONTENTS

| | |
|---|----|
| ASSUMPTIONS AND LIMITING CONDITIONS..... | 1 |
| EXTRAORDINARY ASSUMPTIONS..... | 4 |
| INTRODUCTION..... | 5 |
| PROPERTY SUMMARY..... | 7 |
| LOCATION AND MARKET CONDITIONS OVERVIEW | 9 |
| HIGHEST AND BEST USE..... | 11 |
| COST APPROACH | 11 |
| INCOME CAPITALIZATION APPROACH..... | 11 |
| SALES COMPARISON APPROACH..... | 11 |
| RECONCILIATION | 16 |
| CONCLUSION | 16 |
| CERTIFICATION..... | 17 |

ADDENDA

| | |
|---------------------------------------|---|
| Appraisers' Qualifications | A |
| Photographs of Subject Property | B |
| Comparable Sales Summary | C |
| Comparable Sales Map | D |
| Preliminary Title Report | E |

ASSUMPTIONS AND LIMITING CONDITIONS

The appraisal report has been made subject to the following assumptions and limiting conditions and to other extraordinary assumptions and/or hypothetical conditions as are set forth by the appraiser in the report. The use of these assumptions, limiting conditions, extraordinary assumptions and/or hypothetical conditions may have impacted the assignment results.

1. The appraisers assume no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable.
2. It is the clients' responsibility to read this report and to inform the appraisers of any errors or omissions of which he/she is aware prior to utilizing this report or making it available to any third party.
3. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
4. The subject is valued under the assumption that the property is under responsible ownership and competent management.
5. Information, estimates, and opinions furnished to the appraisers, and contained in the report, were obtained from sources considered reliable, and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraisers can be assumed by the appraiser.
6. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property. The appraisers have made no survey of the property.
7. Information regarding any earthquake and flood hazard zones for the subject property was provided by outside sources. Accurately reading flood hazard and earthquake maps, as well as tracking constant changes in the zone designations, is a specialized skill and outside the scope of the services provided in this appraisal assignment. No responsibility is assumed by the appraisers in the misinterpretation of these maps.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraisers have no knowledge of the existence of such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. This appraisal also assumes that the subject property has received any necessary governmental permits, licenses or approvals that may be required in regards to toxic or hazardous materials. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformance has been stated, defined, and considered in the appraisal report.
11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization, have been or can be obtained or renewed, for any use on which the value estimate contained in this report is based.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
13. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
14. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers, and in any event only with proper written qualification and only in its entirety.

ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

15. The fee for the investigation and preparation of this report is not in any way contingent upon the valuations reported herein, or contingent upon anything other than the delivery of this report. The appraisers herein by reason of this appraisal are not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
16. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute, of which the appraisers are members.
17. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the Appraisers, or the firm with which the Appraisers is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the Appraisers.
18. The American's with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, other than that discussed within the appraisal report, we did not consider possible non-compliance with the requirements of the ADA in estimating the value of the property.

EXTRAORDINARY ASSUMPTIONS

1. The Appraisers' conclusion of value is based upon the assumption that there are no hidden or unapparent conditions of the property that might impact upon buildability. The Appraiser recommends due diligence be conducted through the local building department or municipality to investigate buildability and whether property is suitable for intended use. The appraiser makes no representations, guarantees or warranties.
2. This appraisal assumes that the subject site would be granted the zoning and general plan designations consistent with the adjoining parcel to the south if owned by private parties. The site to the south is identified as Lot 1 on the supplied Tract Map 10140. These designations allow mixed use residential and commercial development. Change to this assumption could impact the value estimate.
3. Based on supplied information, the subject is 100% encumbered by utility and access easements. It is our understanding that on an "as is" basis, the subject site could not be developed. Information pertaining to the potential for easement relocation was not supplied and thus it is assumed that development could not occur. Change to this assumption could impact the value estimate.

INTRODUCTION

Property Identification: The subject consists of a right-of-way site located along the southerly boundary of Great Mall Parkway just east of Main Street in the city of Milpitas. Based on supplied information, the site consists of 0.698 acres or approximately 30,405 square feet. The site is owned by the city of Milpitas and it is our understanding that it is 100% encumbered with easements. It is also our understanding that, if privately owned, the zoning and general plan of the site would be consistent with the adjoining site to the south and thus zoning would allow mixed use residential and commercial development. The site is triangular and given the narrow shape, development potential would be limited. Given the easements, development on an “As Is” basis is precluded.

Purpose of the Assignment: The purpose of the appraisal is to estimate the market value of the herein identified property, in its “as is” condition, subject to the extraordinary assumptions, as of the date of value identified within this report.

Property Rights Appraised: The property rights appraised are those of the fee simple interest.

Intended Use of the Appraisal: This report was prepared for Lyon Communities, the client. It is our understanding that the user of the report is Lyon Communities, its subsidiaries and/or affiliates. The report is to be used in negotiation with the City of Milpitas. **Use of this report by any others is not intended by the Appraisers.**

Scope of the Assignment: The scope of the assignment included: (1) an inspection of the subject by Jeffrey W. Fillmore; (2) an inspection of the subject’s market area; (3) research and investigation of current market conditions relative to the property type being appraised as well as the market segment within which the subject is identified; (4) interviews with brokers, appraisers, property owners and managers, as well as relevant public agencies and government bodies; and (5) collection, verification, and analysis of market data and other pertinent information necessary to the valuation process.

As the subject consists of vacant land, only the Sales Comparison Approach to value is completed.

Legal Description: A preliminary title report was supplied to the appraisers for review by the client. The report was written by Fidelity National Title Company and dated January 15, 2015. The actual legal description of the subject property is quite lengthy. As such, it has been retained within the Preliminary Title Report in the Addendum of this appraisal report.

Legal Ownership and Sales History: Per the client-supplied preliminary title report, title of the subject property is vested in:

City of Milpitas, a municipal corporation of the State of California, by deed recorded July 24, 1959, in book 4491, at page 57, as Instrument No. 1667126 as to Parcel One;

City of Milpitas, a municipal corporation, by deed recorded October 20, 1975, in book B672, at page 88, as Instrument No. 5127668 as to Parcel Two;

City of Milpitas, a municipal corporation, by deed recorded March 17, 1973, in book 5938, at page 164, as Instrument No. 2362852 as to Parcel Three;

The subject is owned by the City of Milpitas and is a right-of-way which has not been designated by Assessor Parcel Number. As such, no information is available on County Records. Based on the recorded deeds shown in the legal description, it is our understanding that the subject site has not transferred within the past three years.

However, it has been reported by the Client, that they are currently negotiating with the City of Milpitas to acquire the subject site. The acquisition is in conjunction with the Client's development of the adjacent site known by APN: 086-33-092. This is a 5.02 acre site which the Client proposes to develop with 371 apartment units and 44,943 square feet of retail. As a part of the development agreement with the City, the Client is to lease the retail anchor unit to a grocer.

A copy of the subject site acquisition agreement was not supplied to the appraiser. Based on verbal discussion with the Client, it was reported that \$1,000,000 will be paid for the site. These funds will be placed in an escrow account by the City. Upon the Client's leasing the anchor retail unit to a grocer, the city will release the \$1,000,000 back to the Client. In addition, the Client is to designate a portion of retail parking spaces for public use to be used for public trailhead parking. No other terms or conditions were reported.

Prior Appraisal(s) or Evaluation(s): The appraisers have not previously appraised the subject property during the past three years.

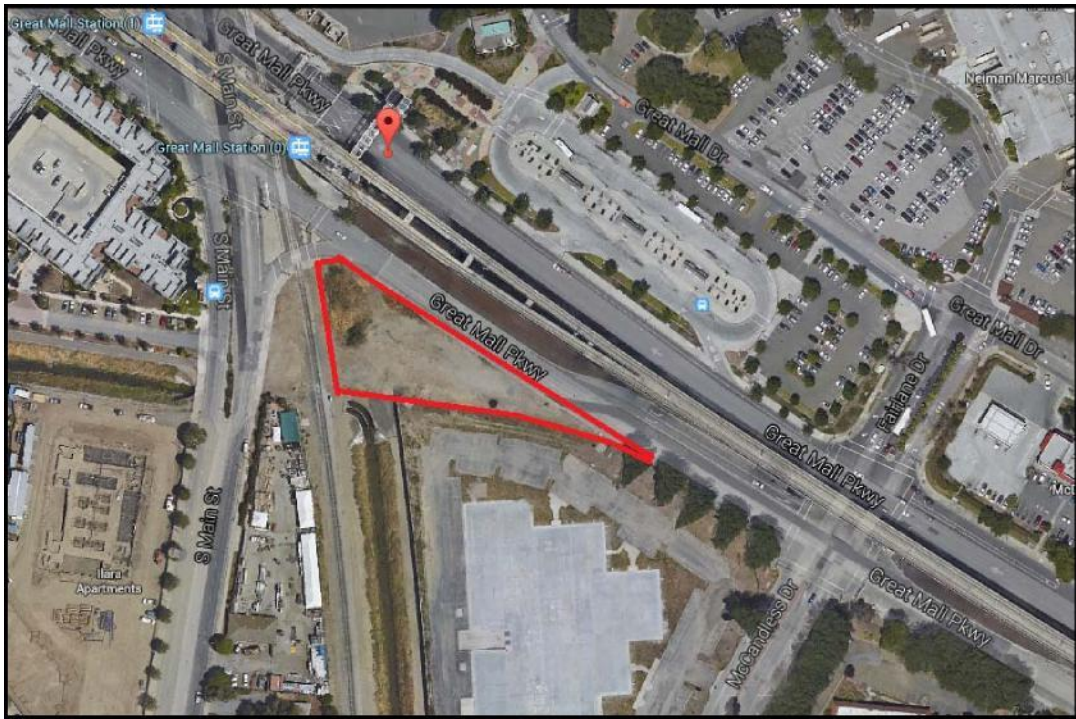
Definition of Market Value: Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and each acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: OCC, 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions (g).

PROPERTY SUMMARY

The subject consists of a right-of-way site located along the southerly boundary of Great Mall Parkway just east of Main Street in the city of Milpitas. Based on supplied information, the site consists of 0.698 acres or approximately 30,405 square feet. The site is owned by the city of Milpitas and it is our understanding that it is 100% encumbered with easements. It is also our understanding that, if privately owned, the zoning and general plan of the site would be consistent with the adjoining site to the south and would allow mixed use residential and commercial development. The site is triangular and given the narrow shape, development potential would be limited. Given the easements, development on an "As Is" basis is precluded.

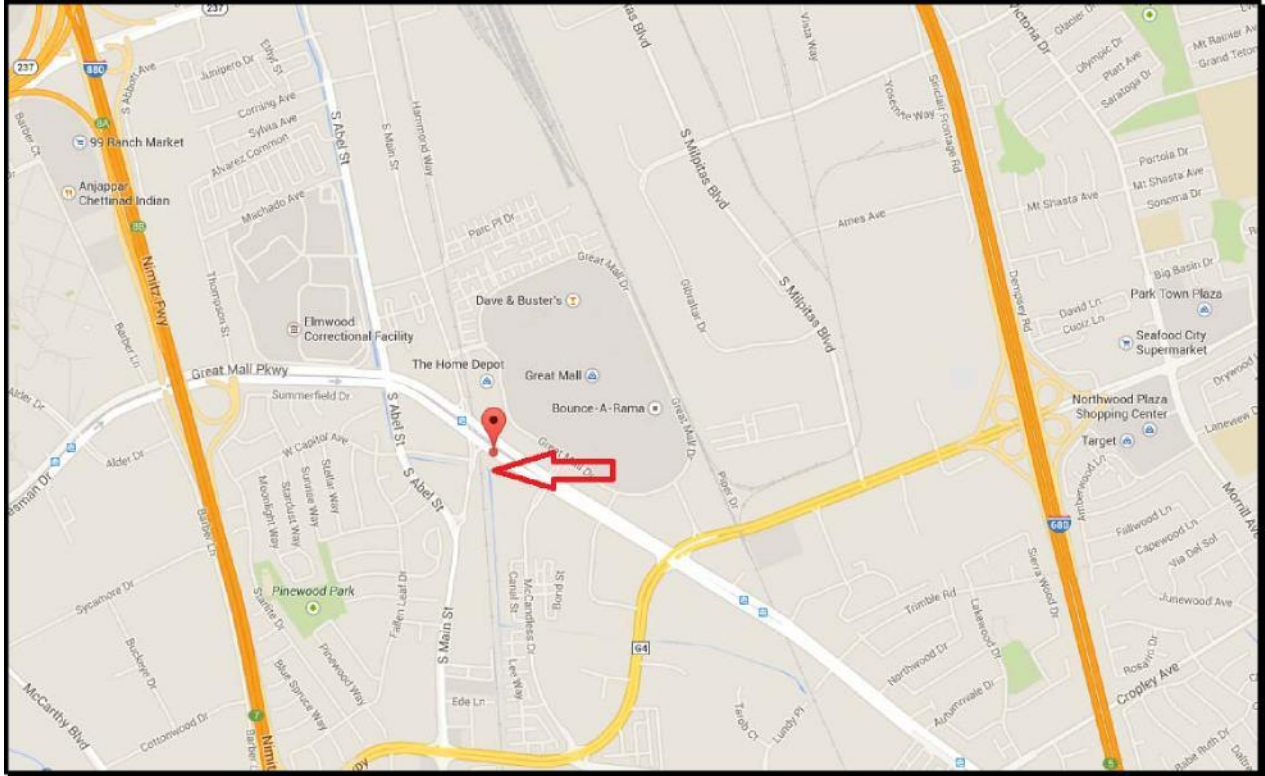


Site: As discussed, per the supplied tract map, the subject site size measures 0.698 acres or 30,405 square feet. The site is vacant with curbs and gutters in place. As shown on the tract map below, the entire site is encumbered with utility and access easements. Given the easements, the subject site could not be developed and could be used for only parking or related uses. Consideration of relocating the easements is outside the scope of this appraisal. The site is near street grade and is effectively level. The site offers significant frontage along Great Mall Parkway and is located in close proximity to the Great Mall Light Rail Station. The site is also located along the BART extension.

Improvements: The subject consists of a vacant site with only curbs and gutters in place. It is assumed that all utilities are available to the site.

LOCATION AND MARKET CONDITIONS OVERVIEW

The subject is located in Milpitas, just south of the Great Mall. Linkages are considered good. Nearby uses include primarily retail and residential on primary and secondary streets. The subject site is located next to The District and multi-site project entitled and being developed with medium and high density residential and ground level retail.



Neighborhood Map

Given the subject site size and shape as well as the location at the corner of two arterials, it is likely that the subject, if not encumbered with easements, would be developed with retail. As such, a short discussion of retail market conditions is included below.

SANTA CLARA COUNTY

Retail Market Summary

Fourth Quarter • 2014

| | INVENTORY | SUBLEASE AVAILABLE SPACE | DIRECT AVAILABLE SPACE | TOTAL AVAILABLE SPACE | VACANCY RATE | Q2-14 NET ABSORPTION | YTD NET ABSORPTION | AVERAGE ASKING RENT NNN |
|--|-------------------|--------------------------------|------------------------------|-----------------------------|-----------------|-------------------------|-----------------------|-------------------------------|
| Submarket | | | | | | | | |
| San Jose (DT/South)/Campbell/Los Gatos | 18,447,429 | 661,422 | 42,151 | 703,573 | 3.8% | 138,481 | 524,313 | \$30.25 |
| Sunnyvale/Cupertino | 4,545,381 | 178,021 | 6,246 | 184,267 | 4.1% | 14,552 | 116,742 | \$34.36 |
| Santa Clara | 2,491,946 | 71,678 | 33,350 | 105,028 | 4.2% | 140,787 | 214,586 | \$35.16 |
| Palo Alto/Mountain View/Los Altos | 2,688,423 | 88,848 | 0 | 88,848 | 3.3% | 52,472 | 64,751 | \$31.21 |
| Milpitas/North San Jose | 4,864,760 | 266,827 | 2,940 | 269,767 | 5.5% | (2,222) | (3,343) | \$28.00 |
| Morgan Hill/Gilroy | 4,707,158 | 405,217 | 0 | 405,217 | 8.6% | (7,816) | 33,151 | \$19.15 |
| Shopping Centers by Type | | | | | | | | |
| Neighborhood & Community | 25,319,973 | 1,162,104 | 75,841 | 1,237,945 | 4.9% | 335,474 | 828,338 | \$28.43 |
| Strip | 5,625,145 | 276,362 | 6,246 | 282,608 | 5.0% | (12,149) | 74,891 | \$28.26 |
| Power & Regional | 5,139,455 | 227,942 | 2,600 | 230,542 | 4.5% | 11,844 | 45,764 | \$29.05 |
| Specialty | 1,689,451 | 7,405 | 0 | 7,405 | 0.4% | 1,785 | 1,847 | - |
| TOTAL | 38,651,833 | 1,713,004 | 89,113 | 1,802,117 | 4.7% | 332,528 | 936,611 | \$28.08 |

CT/BT Commercial is a brokerage firm which has completed an extensive survey of the existing retail inventory in many of the area's markets. The subject is located within the Silicon Valley commercial/retail market within the Milpitas/North San Jose submarket. In the 4th Quarter 2014, CT/BT Commercial reports a Milpitas/North San Jose vacancy rate of 5.5% percent. This figure exhibits marked improvement over vacancy rates in the height of the recent recession. Rates are now improving in all areas of Silicon Valley. However the subject market is lagging the stronger segments to the west. CT/BT Commercial indicates an average asking rent for retail space of \$2.33 per square foot per month within the subject's submarket during the 4th quarter 2014. This compares with \$2.34 per square foot for the County as a whole. However, it is noted that all but the Morgan Hill/Gilroy submarket offers superior average market rent levels.

HIGHEST AND BEST USE

*As **Though Vacant**:* Hold for speculative development upon relocation of an easement creating a building pad. If not possible, long term hold.

*As **Improved**:* Not Applicable

COST APPROACH

The subject property consists of three legal parcels of land which together form a triangular shape. The site is vacant and thus, the cost approach was omitted from the valuation process.

INCOME CAPITALIZATION APPROACH

Discussion with brokers active in the market indicates that properties similar to the subject are most frequently purchased by developers or land speculators. Consequently, reliable capitalization rate and similar information is not readily available in the subject's market. Thus, the Income Capitalization Approach would not generally be considered meaningful in appraising the subject property type and it was omitted from the valuation process.

SALES COMPARISON APPROACH

A search was conducted for recent sales of similar commercial sites within the subject's market area. No comparables fully encumbered by easements were found. Thus, we have commenced the valuation process by valuing the subject assuming that there are no detrimental easements on site. We then interviewed area brokers and market participants to gage a discount which would be required to sell the subject site given the existing easements. The most pertinent comparable sales are summarized on the following page, with significant details of these transactions presented in the Summary of Sales Comparables, which is included in the *Addenda* of this report. Unused sales data is retained in the appraisal file.

As shown on the following table, the comparable land sales have a site size range of 14,520 square feet and 33,106 square feet.

| Comparable Sales Summary | | | | | |
|--------------------------|---|----------------------|-------------|------------------|------------------------|
| Comp. No. | Location | Close of Escrow Date | Sales Price | Parcel Size (SF) | Sales Price \$/SF Land |
| 1 | 1787 S. Main Street Milpitas, CA | March, 2014 | \$1,900,000 | 33,106 | \$57 |
| 2 | 25 South Abbott Avenue Milpitas, CA | December, 2013 | \$530,000 | 15,000 | \$35 |
| 3 | 370 N. White Rd. San Jose, CA | September, 2014 | \$550,000 | 15,503 | \$35 |
| 4 | 95 East Hamilton Avenue Campbell, CA | January, 2015 | \$945,000 | 14,520 | \$65 |
| 5 | North Capital Avenue San Jose, CA | Listing | \$285,000 | 18,731 | \$15 |
| 6 | SEC Willow & Bird San Jose, CA | Listing | \$300,000 | 16,117 | \$19 |
| Subject | Great Mall Parkway Milpitas, CA | N/A | N/A | 30,405 | N/A |



As stated, the sales shown above will first be utilized to gain a base line value of the subject assuming no detrimental easements. This methodology is utilized due to the lack of sales of sites which are fully encumbered by easements. Comparables one through four represent typical commercial sites which can be compared directly to the subject if the easements did not exist. Comparables five and six represent listings of sites, which due to the shape, pose difficult developments. This is also a condition of the subject. These listing will be discussed at the end of the analysis.

Comparable one: This is the recent transaction of a vacant site purchased for construction of a Rotten Robbie gas station. The site offers a corner location on a highly trafficked primary arterial in Milpitas. The site had received a letter of closure and there were no current environmental issues. The site offers a nearly rectangular shape.

This is a recent sale of a site located in Milpitas and offers very similar locational characteristics. The site however requires a significant negative adjustment for shape and utility. The subject's narrow triangular shape would significantly inhibit density. After adjustment, a value indicator substantially below \$57.39 per square foot would be expected for the subject site if there were no detrimental easements.

Comparable two: This is the sale of a finished vacant site located on a secondary arterial in Milpitas. This was an REO sale, however the price was based on an appraisal and adjustment for motivation is not warranted. The buyer plans to construct a private school. The site is rectangular and offers good development potential.

This is a slightly dated sale of a site located in Milpitas. Although the site sold in December of 2013, adjustment for market conditions does not appear warranted. The site offers an interior block location on an inferior commercial arterial and positive adjustments for both general location and block location are warranted. The site however requires a significant negative adjustment for shape and utility. After adjustment, a value indicator above \$35.33 per square foot would be expected for the subject site if there were no detrimental easements.

Comparable three: This is the sale of a single parcel of commercial land located near the corner of N. White Road and McKee Road in San Jose. The site measures 0.36 acres or 15,503 square feet, and is zoned R1-8 for residential development. However, the General Plan for the site is Neighborhood/Community Commercial, allowing for commercial development. The buyer plans to develop the site with office/retail space. The sale was privately financed with a loan of \$350,000, however this was determined to have minimal to no impact on the purchase price. This is an interior block parcel with a rectangular shape.

This is a recent sale of a site located in North San Jose. Given the sale date, adjustment for market conditions is not warranted. The site offers an interior block location on an inferior commercial arterial and positive adjustments for both general location and block location are warranted. Further positive adjustment is also warranted due to the residential zoning which will require amendment prior to commercial development. The site however requires a significant negative adjustment for shape and utility. After adjustment, a value indicator above \$35.48 per square foot would be expected for the subject site if there were no detrimental easements.

Comparable four: This is the sale of an interior block site located along a primary arterial in Campbell. The zoning allows for office use which is reportedly consistent with the buyer's plans for development. The site is rectangular and offers good development potential. The buyer did not have any entitlements at close of escrow.

This is a recent sale of a site located in Campbell and offers superior locational characteristics. The interior block location requires positive adjustment. The site however requires a significant negative adjustment for shape and utility. After adjustment, a value indicator substantially below \$65.08 per square foot would be expected for the subject site if there were no detrimental easements.

| Comparable Sale Ranking Summary - Base Line Value Without Consideration of Easements | | | |
|---|----------------------|-----------------------------|---|
| Comparable | Price/S q.Ft. | Indicated Adjustment | Comments |
| #4 | \$65.08 | ---- | Significantly superior including Campbell location and good development utility. Inferior interior block site. Similar location in Milpitas with very superior development utility. |
| #1 | \$57.39 | --- | |
| Subject | \$40.00 | | Without Consideration of Easements |
| #3 | \$35.48 | ++ | Inferior location on commercial/residential arterial. |
| #2 | \$35.33 | ++ | Inferior location on commercial/residential arterial in Milpitas. |

The previous table summarizes the Comparable sales and required adjustments assuming that there are no detrimental easements on the subject site. The Comparables are ranked by value level with the subject placed at a supportable base line value.

As shown above and prior to adjustment, a value range from \$35 to \$65 per square foot is supported. Comparables one and four require negative adjustment and thus a value below \$57 per square foot is supported. Comparables two and three require only slight positive adjustment and thus a value near but above \$35 per square foot is supported.

After analysis of the sales, it is our opinion that a base line value estimate of \$40 per square foot is reasonable and well supported by the marketplace. This value estimate assumes that there are no detrimental easements impacting development potential. As the subject is 100% encumbered by easements, further analysis is warranted.

The fact that the subject is fully encumbered by easements is a significant detriment to value. Typically construction of any real property improvement cannot be developed on easement area. As such, a buyer of the subject site would be severely limited in potential uses and may be required to purchase it for pure speculation over a long term hold. Other potential uses for the subject site could include parking however revenue would not likely be significant. The site could potentially be used for signage. Additionally, an owner could attempt to relocate or vacate an easement to create a building pad. Lastly, an owner could attempt to sell the subject site to an adjacent owner. In the case of the subject, there is only one adjacent site which is privately owned.

At this point the reader should note that this appraisal is valuing the market value of the subject site only. The appraiser has not considered a market value estimate “in use” to the adjacent land owner. Given the easements, it is prudent to argue that the subject site would sell at a significant discount from the previously gained base line value estimate. In order to estimate the discount, we have interviewed brokers active in the market. We have also utilized Comparables five and six to help quantify a potential discount.

The table below shows responses from brokers active in the market place.

| Market Discount Survey | |
|------------------------|--|
| Participant | Discount or Response |
| Broker | Subject would have to be highly discounted and have little to no market value. |
| Broker | Subject would have to be highly discounted and have little to no market value. |
| Broker | Minimum 75% discount |

Based on these interviews the following value range is supported.

| Market Value Estimate "As Is" | | |
|--|-----------|------------------|
| Base Line Value Indicator (\$/SF) | ✓ | \$40.00 |
| Site Size (SF) | \$ | 30,405 |
| Base Line Value Estimate (Prior to Easement Adjustment) | ✓ \$ | 1,216,200 |
| Speculative Buyer Discount | | |
| 75% | \$ | 304,050 |
| 85% | \$ | 182,430 |
| 95% | \$ | 60,810 |
| Market Value Estimate (As Is) | \$ | 150,000 |

As a check to the value indicator, Comparables five and six can be utilized. First, it is noted that based on a market value estimate of \$150,000, a price per square foot of site area of \$4.93 per square foot is indicated.

Comparable five: This is a listing for a small and irregularly shaped site along Capital Avenue in North San Jose just north of Alum Rock Avenue. The site is currently being used as a park and ride lot by the VTA. The zoning is residential however the general plan offers a transit-oriented development corridor overlay. Based on discussion with the seller, several LOI's have been received and a sale price near but below the asking price is expected. Expected development will be residential or mixed use. However the shape of the parcel significantly limits the development potential which is also a condition of the subject site.

At a list price of \$15.22 per square foot, the subject could be expected to sell significantly below this level due to the loss of development potential.

Comparable six: This is a listing for a small triangular site owned previously used for railway lines. The site offers a corner location at two secondary commercial arterials in the Willow Glen area of San Jose. Retail centers are located on two corners. The site has a billboard which can be purchased for an additional \$24,000. The broker did not return calls for verification. Expected development is retail.

At a list price of \$18.61 per square foot, the subject could be expected to sell significantly below this level due to the loss of development potential.

Although these listings do not offer support for the magnitude of adjustment to gain an "As Is" value indicator for the subject, it is reasonable to assume that the listing prices and expected sales prices would be significantly below the \$15 and \$19 per square foot current list prices.

After analysis, the value indication via the Sales Comparison Approach is concluded to be \$150,000 (rounded).

RECONCILIATION

Only the Sales Comparison Approach was utilized in this analysis to develop a conclusion regarding the Market Value "As Is". The comparables utilized were located within areas fairly similar to the subject and would compete for the same buyers when compared on a base line value basis. After concluding a base line value estimate, we then interviewed active brokers to ascertain a reasonable discount to the value to account for the easements which preclude development.

CONCLUSION

The Market Value of the fee simple interest in the subject property "As Is," as of February 4, 2015 and subject to the assumptions, limiting conditions and extraordinary assumptions of the assignment, is concluded to be \$150,000.

CERTIFICATION

We certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct to the best of our knowledge.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- we have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or with respect to the parties involved.
- we have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- our analyses, opinions, and conclusions were developed, and this report have been prepared, in conformity with the provisions of California Civil Code sections 1922.1 and 1922.2, the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice of the Appraisal Institute.
- the use of this report is subject to the requirements of the Appraisal Institute, relating to review by their duly authorized representatives.
- Jeffrey W. Fillmore holds the MAI Appraisal Designation of the Appraisal Institute and is currently certified under the mandatory continuing education program of the Appraisal Institute.
- As of the date of this report, Jeffrey W. Fillmore has completed the continuing education program for Designated Members of the Appraisal Institute.
- Jeffrey W. Fillmore is licensed as a "Certified General Real Estate Appraiser" in the State of California.
- Jeffrey W. Fillmore made an inspection of the property that is the subject of this report.
- in accordance with the Competency Provision in the Uniform Standards of Professional Appraisal Practice, we certify that our education, experience and knowledge are sufficient to appraise the type of property being appraised.
- No one provided significant professional assistance to the person(s) signing this report.

CERTIFICATION (CONT.)

- our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- The Fillmore Group and the appraisers have not performed a prior appraisal of the subject site in past three years. It is noted however, that during the prior three years, the subject site has been included as a part of the appraisal of a larger project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Jeffrey W. Fillmore", with a stylized flourish at the end.

Jeffrey W. Fillmore, MAI
#AG004481

ADDENDA

THE FILLMORE GROUP
Real Estate Appraisal & Consultation Services

QUALIFICATIONS OF
JEFFREY W. FILLMORE, MAI
REAL ESTATE APPRAISER

EDUCATION

1985 Brigham Young University, Provo, Utah
Degree: Bachelor of Science in Business Management
Courses Included: Real Estate Financing and Appraisal

PROFESSIONAL
EDUCATION

Appraisal Institute - The Appraiser's Complete Review
Appraisal Institute - Understanding Limited Appraisal Seminar
Appraisal Institute - Course 2-2 - Report Writing
Appraisal Institute - Course 2-1 - Case Studies
Appraisal Institute - Course 530 - Advanced Sales Comparison & Cost Approach
AIREA - Course 1A2 - Valuation Procedures
AIREA - Course 1B2 - Capitalization (Part B)
AIREA - Course 1B1 - Capitalization (Part A)
AIREA - Course 1A1 - Residential Valuation
AIREA - Standards of Professional Practice
AIREA - Non-Residential Demonstration Report Writing
SREA - Course 101, Residential Property Analysis
SREA - Apartment Valuation Seminar
Brigham Young University, Real Estate Appraisal and Capitalization Techniques and Theory

EXPERIENCE

January 1998 The Fillmore Group
to Present Principal
Complete appraisals for mortgage companies, savings and loans, individuals, attorneys, governmental agencies, banks, investors, and developers. Appraisal of all types of real estate including: apartments, office, retail, industrial and residential properties.

JEFFREY W. FILLMORE, MAI
QUALIFICATIONS (CONTINUED)

February 1995 to
December 1997

Morrison-Fillmore & Associates

Commercial Real Estate Appraiser

Complete appraisals for mortgage companies, savings and loans, individuals, attorneys, governmental agencies, banks, investors, and developers. Appraisal of all types of real estate including: apartments, commercial, industrial and residential properties.

March 1986 to
February 1995

David J. Morrison, Inc.

Commercial Real Estate Appraiser

Complete appraisals for mortgage companies, savings and loans, individuals, attorneys, governmental agencies, banks, investors, and developers. Appraisal of all types of real estate including: apartments, commercial, industrial and residential properties.

AFFILIATIONS

Member:

Appraisal Institute (MAI), Designation No. 10696

Past Chair:

South Branch, San Francisco Bay Area Chapter of the Appraisal Institute.

LICENSE

Certified General Real Estate Appraiser

State of California - License #AG004481

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SUBJECT PHOTOGRAPHS



Subject site looking east.



Subject site looking south.



Subject site looking west.



Subject site looking west from east tip of site.



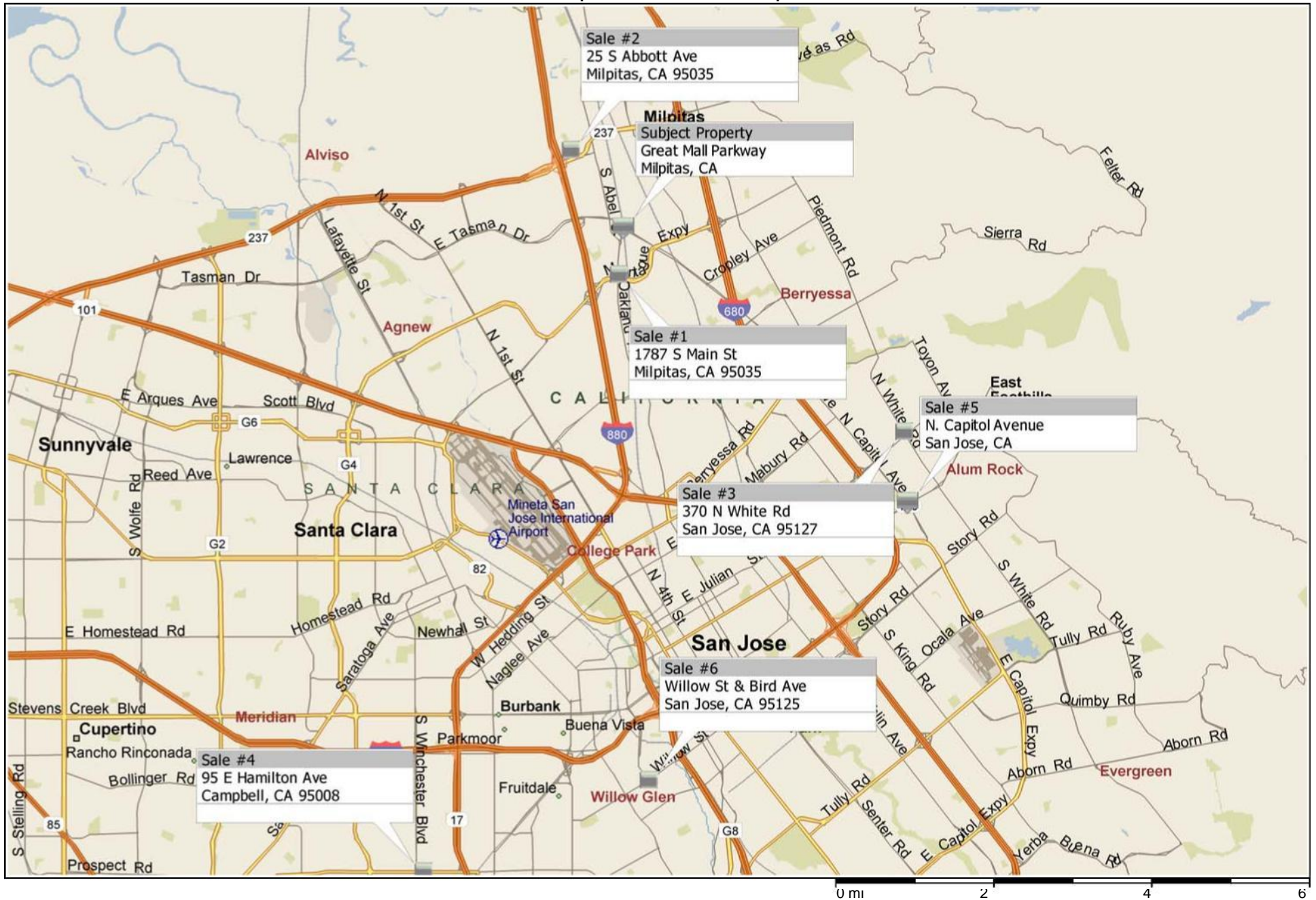
Great Mall Parkway looking west.



Great Mall Parkway looking east.

| SUMMARY OF LAND SALES COMPARABLES | | | | | | |
|-----------------------------------|--|--|---|---|----------------------------|--|
| Great Mall Parkway, Milpitas, CA | | | | | | |
| | Property Address APN# | Closing Date Rights Transferred | Sales Price (including bonds) Terms of Sale | Parcel Size Sq. Ft. Acres Zoning | Price/Sq. Ft. Land Area | Grantor / Grantee / Doc# Comments Information Source |
| 1 | 1787 S. Main Street Milpitas, CA APN# 086-21-069 | March 24, 2014 Fee Simple | \$1,900,000 All Cash | 33,106 Sq. Ft. .76 acres Commercial | \$57.39 | Lindenbaum Charitable LLC / Robinson Oil Corporation / Doc. #22550286 This is the recent transfer of a vacant site purchased for construction of a Rotten Robbie gas station. The site offers a corner location on a highly trafficked primary arterial in Milpitas. The site had received a letter of closure and there were no environmental issues. The site offers a nearly rectangular shape. Source: Buyer, RealQuest, CoStar |
| 2 | 25 South Abbott Avenue Milpitas, CA APN# 022-38-010 | December 17, 2013 Fee Simple | \$530,000 All Cash | 15,000 Sq. Ft. .34 acres Commercial | \$35.33 | Union Bank of California / Phon Nguyen & Thien Thao Tran / Doc. #22473400 Sale of a finished vacant site located on a secondary arterial in Milpitas. This was an REO sale, however the price was based on an appraisal and adjustment for motivation is not warranted. The buyer plans to construct a private school. The site is rectangular and offers good development potential. Source: Seller, RealQuest, CoStar |
| 3 | 370 N. White Road San Jose, CA APN# 599-01-092 | September 30, 2014 Fee Simple | \$550,000 \$200k down with private financing | 15,503 Sq. Ft. .36 acres R1-8 - Residential | \$35.48 | Bruno J. Zulpo Trust /Jorawar & Gurpal Singh/ Doc. # 22728821 Sale of a single parcel of commercial land located near the corner of N. White Road and McKee Road in San Jose. The site measures 0.36 acres or 15,503 square feet, and is zoned R1-8 for residential development. However, the General Plan for the site is Neighborhood/Community Commercial, allowing for commercial development. The buyer plans to develop the site with office/retail space. The sale was privately financed with a loan of \$350,000, however this was determined to have minimal to no impact on the purchase price. This is an interior block parcel with a rectangular shape. Source: RealQuest, CoStar. |
| 4 | 95 E. Hamilton Avenue Campbell, CA APN# 278-27-096 | January 21, 2015 Fee Simple | \$945,000 \$865k private 1st and 2nd | 14,520 Sq. Ft. .33 acres PO - Office | \$65.08 | Peninsula Histopathology Lab I / 95 Hamilton, LLC / Doc. #22832282 This is a sale of an interior block site located along a primary arterial in Campbell. The zoning allows for office use which is reportedly consistent with the buyer's plans for development. The site is rectangular and offers good development potential. The buyer did not have any entitlements at close of escrow. Source: RealQuest, CoStar. |
| 5 | N. Capital Avenue San Jose, CA APN# 484-19-094 | Listing Fee Simple | \$285,000 Conventional | 18,731 Sq. Ft. .43 acres Residential | \$15.22 | Valley Transportation Agency / N/Ap / Doc. # N/Ap This is a listing for a small and irregularly shaped site along Capital Avenue in North San Jose just north of Alum Rock Avenue. The site is currently being used as a park and ride lot by the VTA. The zoning is residential, however the general plan offers a transit-oriented development corridor overlay. Based on discussion with the seller, several LOI's have been received and a sale price near but below the asking price is expected. Expected development will be residential or mixed use. Source: Loopnet, Listing package |
| 6 | SWC Willow & Bird San Jose, CA APN# 429-01-051 (Portion) | Listing Fee Simple | \$300,000 Conventional | 16,117 Sq. Ft. .37 acres Commercial | \$18.61 | Union Pacific Corp / N/Ap / Doc. # N/Ap This is a listing for a small triangular site previously used for railway lines. The site offers a corner location at two secondary commercial arterials in the Willow Glen area of San Jose. Retail centers are located on two corners. The site has a billboard which can be purchased for an additional \$24,000. Source: Loopnet, RealQuest |

Comparable Sales Map





Fidelity National Title Company

555 California Street, Suite 4925, San Francisco, CA 94104

Phone: (415) 659-1846 Fax:

Issuing Policies of Fidelity National Title Insurance Company

Title Officer: **Trent Cornell (MA Bay - NoCal)**

Order No.: **991-23057944--TC8**

TO:

Lyon Capital Ventures, LLC
4901 Birch St.
Newport Beach, CA 92660

ATTN: **Ashley Liddiard**

YOUR REFERENCE:

PROPERTY ADDRESS: Vacant Land, Milpitas, CA

AMENDED PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

*The policy(s) of title insurance to be issued hereunder will be policy(s) of **Fidelity National Title Insurance Company**, a Nebraska Corporation.*

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Countersigned by:

Authorized Signature



Fidelity National Title Company

555 California Street, Suite 4925, San Francisco, CA 94104

Phone: (415) 659-1846 Fax:

AMENDED PRELIMINARY REPORT

EFFECTIVE DATE: **January 15, 2015 at 7:30 a.m., Amended: February 2, 2015, Amendment No.**

ORDER NO.: 991-23057944--TC8

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

City of Milpitas, a municipal corporation of the State of California, by deed recorded July 24, 1959, in Book 4491, at page 57, as Instrument No. 1667126, as to Parcel One;

City of Milpitas, a municipal corporation, by deed recorded October 20, 1975, in Book B672 at page 88, as Instrument No. 5127668, as to Parcel Two;

City of Milpitas, a municipal corporation, by deed recorded March 17, 1973, in Book 5938, at page 164, as Instrument No. 2362852, as to Parcel Three

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE (portion of Book 4491, Page 57):

All that real property situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of the lands described in the Grant Deed recorded July 24, 1959 in Book 4491, Page 57, Official Records of Santa Clara County, California, being more particularly described as follows:

Beginning at the southwest corner of said lands, said point being the beginning of a curve to the left, of which the radius point lies S82°29'32"W, a radial distance of 5,759.33 feet; thence along the west line of said lands, northerly along the arc, through a central angle of 01°19'04", a distance of 132.45 feet to the south line of the lands described in the Grant Deed Recorded March 17, 1973 in Book 5938, Page 164, Official Records of Santa Clara County, California; thence along south line, S58°08'47"E, a distance of 25.00 feet to the east line of said lands described in Grant Deed, Book 5938, page 164; thence along said east line, N09°04'35"W, a distance of 48.87 feet to the beginning of a non tangent curve to the right, of which the radius point lies S16°00'04"W, a radial distance of 52.02 feet; thence leaving said east line, easterly along said curve, through a central angle of 03°54'13", a distance of 3.54 feet to the north line of the lands described in Grant Deed Book 4491, Page 57; thence along said north line, S58°08'47"E, a distance of 34.45 feet to the beginning of a non tangent curve to the left, of which the radius point lies N37°11'36"E, a radial distance of 4,029.21 feet; thence leaving said north line, southeasterly along said curve, through a central angle of 03°50'35", a distance of 270.26 feet; thence S57°06'02"E, a distance of 50.04 feet; thence S66°33'46"E, a distance of 60.37 feet; thence S57°13'28"E, a distance of 14.27 feet to the south line of the lands described in Grant Deed, Book 4491, Page 57, and the beginning of a non tangent curve to the left, of which the radius point lies S20°04'42"W, a radial distance of 400.00 feet; thence along said south line, westerly along said curve, through a central angle of 10°18'54", a distance of 72.01 feet; thence continuing along said south line, N80°14'12"W, a distance of 292.09 feet to the Point of Beginning.

PARCEL TWO (portion of Book 5938, Page 164):

All that real property situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of the lands described in the Grant Deed recorded March 17, 1973 in Book 5938, Page 164, Official Records of Santa Clara County, California, being more particularly described as follows:

Beginning at the southwest corner of said lands, said point being the beginning of a curve to the left, of which the radius point lies S81°10'28"W, a radial distance of 5,759.33 feet; thence along the west line of said lands, northerly along the arc, through a central angle of 00°22'13", a distance of 37.23 feet; thence leaving said west line, N88°23'49"E, a distance of 7.98 feet to the beginning of a non tangent curve to the right, of which the radius point lies S03°15'30"W, a radial distance of 52.02 feet; thence easterly along said curve, through a central angle of 12°44'35", a distance of 11.57 feet to the east line of said lands; thence along said east line, S09°04'35"E, a distance of 48.87 feet to the south line of said lands; thence along said south line, N58°08'47"W, a distance of 25.00 feet to the Point of Beginning.

PARCEL THREE (portion of Book B672, Page 88):

All that real property situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of the lands described in the Grant Deed recorded October 20, 1975 in Book B672, Page 88, Official Records of Santa Clara County, California, being more particularly described as follows:

Beginning at the southwest corner of said lands, said point being the beginning of a curve to the left, of which the radius point lies S82°46'31"W, a radial distance of 5,832.33 feet; thence along the west line of said lands, northerly along the arc, through a central angle of 00°03'37", a distance of 6.14 feet to the north line of said lands; thence along said north line, S80°14'12"E, a distance of 215.75 feet to a tangent curve to the right having a radius of 400.00 feet; thence continuing along said north line, easterly along said curve, through a central angle of 10°18'54", a distance of 72.01 feet; thence leaving said north line, S57°13'28"E, a distance of 32.93 feet, to a tangent curve to the right having a radius of 14.00 feet; thence southeasterly along said curve, through a central angle of 42°42'48", a distance of 10.44 feet to a reverse curve to the left

EXHIBIT A
(Continued)

having a radius of 10.00 feet; thence southeasterly along said curve , through a central angle of $49^{\circ}33'07''$, a distance of 8.65 feet to the south line of said lands, and the beginning of a non tangent curve to the left, of which the radius point lies $S25^{\circ}56'12''W$, a radial distance of 657.96 feet; thence along said south line, westerly along said curve, through a central angle of $16^{\circ}09'15''$, a distance of 185.51 feet; thence continuing along said south line, $N80^{\circ}13'02''W$, a distance of 146.46 feet to the Point of Beginning.

APN: Land adjoining APN 086-33-092

APN: 086-33-092

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2015-2016.
2. Said land does not appear to be assessed for real property taxes for the fiscal year 2014-2015, which taxes are a lien not yet due and payable, including any assessments collected with said taxes, due to the fact that said land is vested in the City of Milpitas.
3. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
4. The herein described property lies within the boundaries of a Mello-Roos Community Facilities District (CFD) as follows:

CFD No: 2005-1
For: Lighting & Landscaping
Disclosed by: Book 41 of Maps of Assessment and Community Facilities District at Page 3
Recording Date: April 8, 2005
Recording No.: 18310933

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the County of Santa Clara. The tax may not be prepaid, not yet delinquent.

Diagram District Annexation Map No. 9 (Book 44 of Assessment Maps, page 52) pertaining to said CFD No. 2005-1 recorded September 9, 2009, as Instrument No. 20426822, of Official Records.

Diagram District Annexation Map No. 10 (Book 47 of Assessment Maps, page 28) pertaining to said CFD No. 2005-1 recorded September 23, 2011, as Instrument No. 21334096, of Official Records.

Note: although this matter does not currently constitute an Exception to Title, it will necessarily be included as an Exception to Title in any Policy this Company issues, hence, it's inclusion here.

5. Special Tax for Santa Clara County Library District Joint Powers Authority Community Facilities District No. 20051, under the Mello-Roos Community Facilities Act of 1982 as disclosed by a Notice of Special Tax Lien Recorded June 24, 2005, Instrument No. 18438576, Official Records, payable in continuing installments collected with the real property taxes, not yet delinquent.

Note: although this matter does not currently constitute an Exception to Title, it will necessarily be included as an Exception to Title in any Policy this Company issues, hence, it's inclusion here.

EXCEPTIONS
(Continued)

6. The herein described property lies within the boundaries of a Mello-Roos Community Facilities District ("CFD"), as follows:

CFD No. 2008-1
For: Milpitas CFD #2008-1 (Public Services)
Disclosed by: Map of said District
Recorded: October 30, 2008, Book 44, Page 30, of Official Records
Instrument No. 20033349

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City of Milpitas, County of Santa Clara. The tax may not be prepaid.

Note: although this matter does not currently constitute an Exception to Title, it will necessarily be included as an Exception to Title in any Policy this Company issues, hence, it's inclusion here.

7. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

Note: although this matter does not currently constitute an Exception to Title, it will necessarily be included as an Exception to Title in any Policy this Company issues, hence, it's inclusion here.

8. Rights of the public over any portion of the Land currently being used as a public roadway.
9. Any unrecorded easements for public utility purposes, or lesser rights, that might lie within said Land.
10. Matters contained in that certain document entitled "Ordinance No. 97.5" dated December 19, 1967, recorded December 26, 1967, Instrument No. 3343422, Book 7974, Page 740, of Official Records, which document, among other things, contains or provides for: Plan Line of Capitol Avenue.

Reference is hereby made to said document for full particulars.

11. The right to cross with roads, bridges, sewers and utilities, and incident thereto, said rights having been reserved in the deed:

From: R. Cali & Bro., a California corporation
To: Santa Clara County Flood Control and Water District
Recorded: September 5, 1969, Instrument No. 3679915, Book 8660, Page 725, of Official Records

12. The right to use a portion of said land, and incidents thereto, said rights having been reserved in the deed:

From: R. Cali & Bro., a California corporation
To: Santa Clara County Flood Control and Water District
Recorded: September 5, 1969, Instrument No. 3679915, Book 8660, Page 725, of Official Records

13. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

EXCEPTIONS
(Continued)

14. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

15. "If an Alta Policy is requested, this Company will require an Inspection prior to the Close of Escrow."

16. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

END OF EXCEPTIONS

NOTES

1. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
2. The County of Santa Clara imposes a Monument Preservation fee of \$10.00 for the recording of any Deed with a legal description other than an entire lot as shown on recorded final map.
3. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
5. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
6. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
7. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

END OF NOTES

Trent Cornell (MA Bay - NoCal)/lc0

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the “Website”). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, “Personal Information”): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver’s license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a “cookie” to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as “clear gifs”). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org>.

- You can opt-out via the Consumer Choice Page at <http://www.aboutads.info>.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at <http://www.youronlinechoices.com>.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and

promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please

contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc.

including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: JANUARY 6, 2015

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries (“FNF”) must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer’s right to be charged the field rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for each discount. These discounts only apply to transaction involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company

FNTC - Fidelity National Title Company

FNTCCA –Fidelity National Title Company of California

FNF Underwriter

FNTIC - Fidelity National Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 or 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (FNTIC)

The charge for a lender’s Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church’s obligation the charge for an owner’s policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender’s policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

Attachment One (Revised 06-05-14)

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990 (04-08-14)**

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE—SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;

- d. improvements on the Land;
- e. land division; and
- f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

| | <u>Your Deductible Amount</u> | <u>Our Maximum Dollar Limit of Liability</u> |
|------------------|---|--|
| | 1.00% of Policy Amount Shown in Schedule A or \$2,500.00 | |
| Covered Risk 16: | | (whichever is less) |
| | | \$10,000.00 |
| Covered Risk 18: | 1.00% of Policy Amount Shown in Schedule A or \$5,000.00 | |
| | | (whichever is less) |
| Covered Risk 19: | | \$25,000.00 |
| Covered Risk 21: | 1.00% of Policy Amount Shown in Schedule A or \$5,000.00 | |

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

PART I

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage: **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. Variable exceptions such as taxes, easements, CC&R's, etc. shown here.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

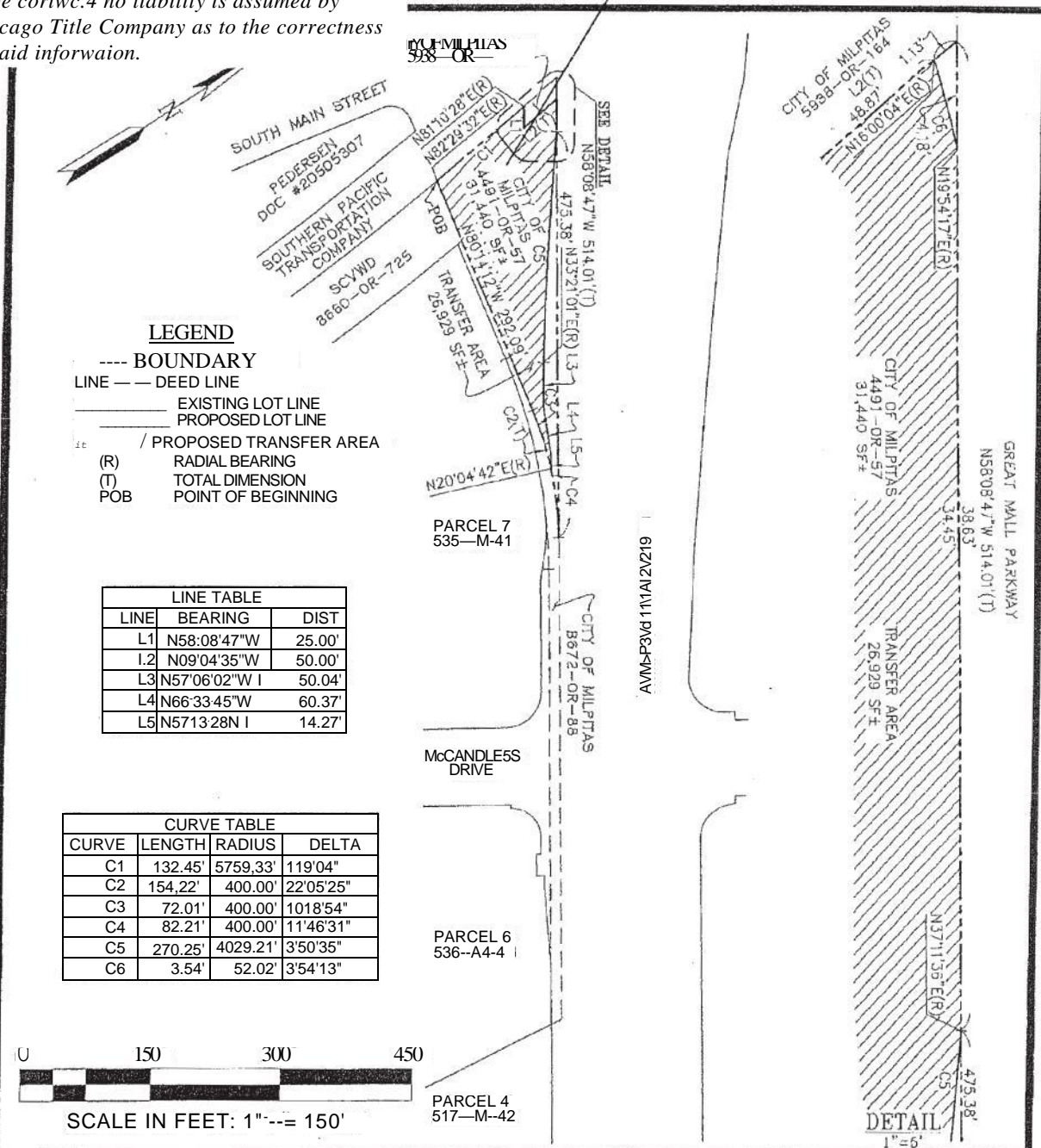
The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

This is not a survey of the land and is inserted as a matter of information only, and while the same is compiled from information we believe to be correct, no liability is assumed by Chicago Title Company as to the correctness of said information.

pi() (Parcel One)



"EXHIBIT B"

A PORTION OF THE LANDS DESCRIBED IN THE GRANT DEED RECORDED JULY 24, 1959 IN BOOK 4491, PAGE 57, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA
 CITY OF MILPITAS, CALIFORNIA

DIA
 .11%/1

RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS
 04RILN0 ARPOY3 4.00. CA 000110
 P10N10 (400) 846-0.100 FAX: (403) 646-0332

SCALE:
 50'

DATE:
 09/11/2013

JOB NO.:
 072030

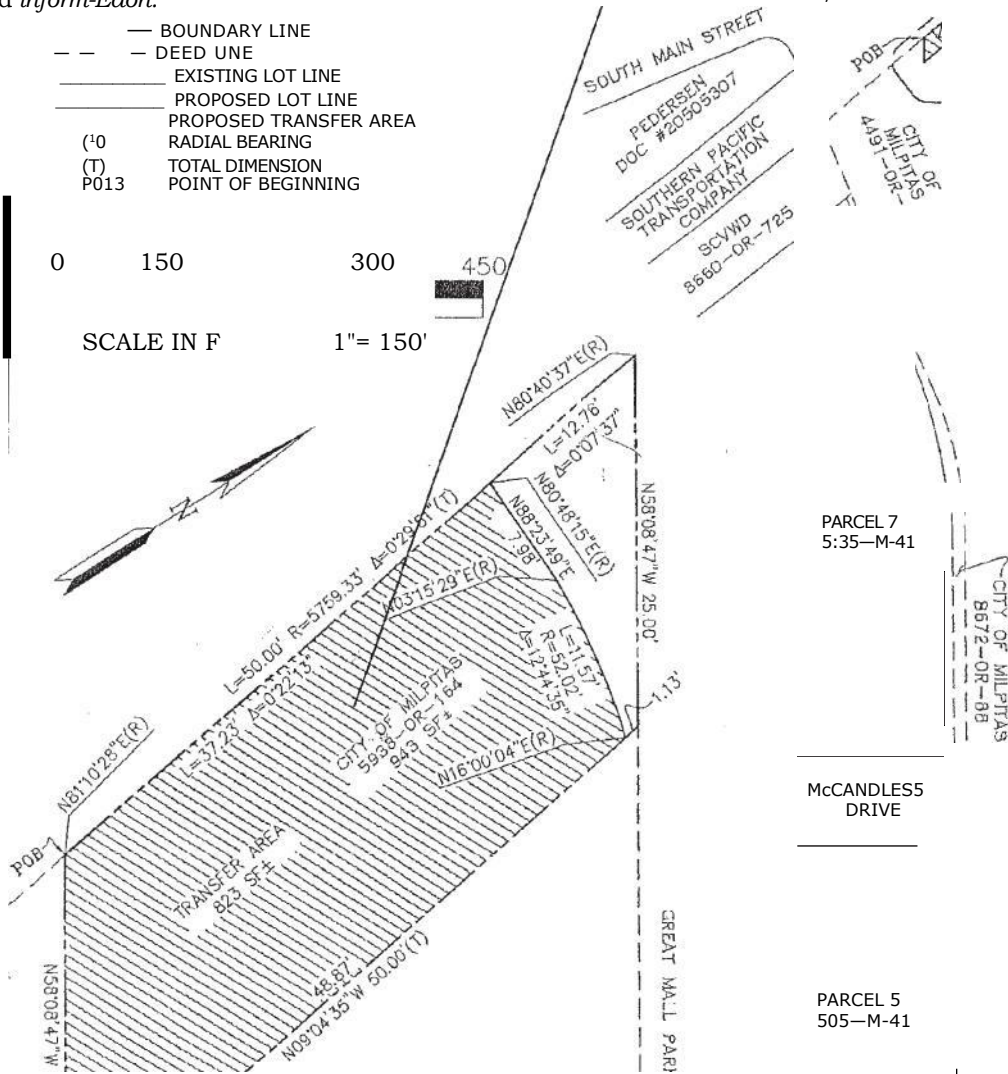
This is not a survey of the land and is inserted as a matter of information only, and while the same is compiled from information we believe to be correct, no liability is assumed by Chicago Title Company as to the correctness of said information.

PI() (Parcel Two)

CITY OF MILPITAS
5935-DR-164
942,5 SPA

- BOUNDARY LINE
- - DEED UNE
- EXISTING LOT LINE
- PROPOSED LOT LINE
- PROPOSED TRANSFER AREA
- (T) RADIAL BEARING
- (T) TOTAL DIMENSION
- P013 POINT OF BEGINNING

0 150 300 450
SCALE IN F 1" = 150'



DETAIL
1" = 10'

"EXHIBIT B"

A PORTION OF THE LANDS DESCRIBED
IN THE GRANT DEED RECORDED
MARCH 17, 1973 IN BOOK 5938,
PAGE 164, OFFICIAL RECORDS OF
SANTA CLARA COUNTY, CALIFORNIA
CITY OF MILPITAS, CALIFORNIA

4,113.1"
1\02 I
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
6055 CAMINO ANTO... <OY CA .65.20
— L406) 844-5-00 r AA 4063 646-5302

SCALE:
1" =

DATE:
09/11/2013

JO3 NO.:
072D30

PI() (Parcel Three)

CITY OF MILPEEAs
5938-0R-164-1

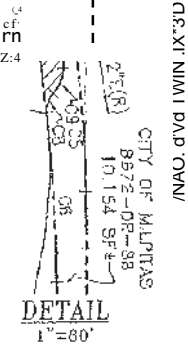
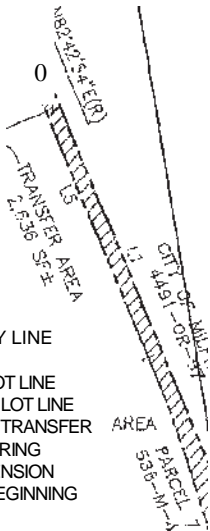
This is not a survey of the land and is inserted as a matter of information only, and while the same is compiled from information we believe to be correct, no liability is assumed by Chicago Title Company as to the correctness of said information.

LEGEND

- BOUNDARY LINE
- DEED LINE
- EXISTING LOT LINE
- PROPOSED LOT LINE
- PROPOSED TRANSFER AREA
- (R) RADIAL BEARING
- (T) TOTAL DIMENSION
- POB POINT OF BEGINNING

PARCEL 7 536-M-41

| CURVE TABLE | | | |
|-------------|---------|----------|------------|
| CURVE | LENGTH | RADIUS | DELTA |
| C1 | 6.14' | 5632.33' | 0°03'37" |
| C2 | 154.22' | 400.00' | 22°05'25" |
| 03 | 253.45' | 657.96' | 22°04'15" |
| 04 | 72.06' | 400.00' | 10°19'18" |
| 05 | 82.21' | 400.00' | 11°46'31" |
| 06 | 67.95' | 657.96' | 5°55'00" |
| 07 | 185.51' | 657.96' | 16°09'15" |
| CB | 8.65' | 10.00' | 49°33'07" |
| C9 | 10.44' | 14.00' | 4-2°42'48" |



100N1772N

| LINE TABLE | | |
|------------|--------------|---------|
| LINE | BEARING | DIST |
| L1 | N80°14'12"W | 215.75' |
| L2 | N58°08'47"W | 562.19' |
| L3 | N06°16'52"E | 13.32' |
| L4 | N5°3'08'47"W | 531.45' |
| L5 | N80°13'02"W | 146.46' |
| LB | N57°13'28"W | 32.93' |

M6cANDLEss DRIVE

PARCEL 6
536-M-41

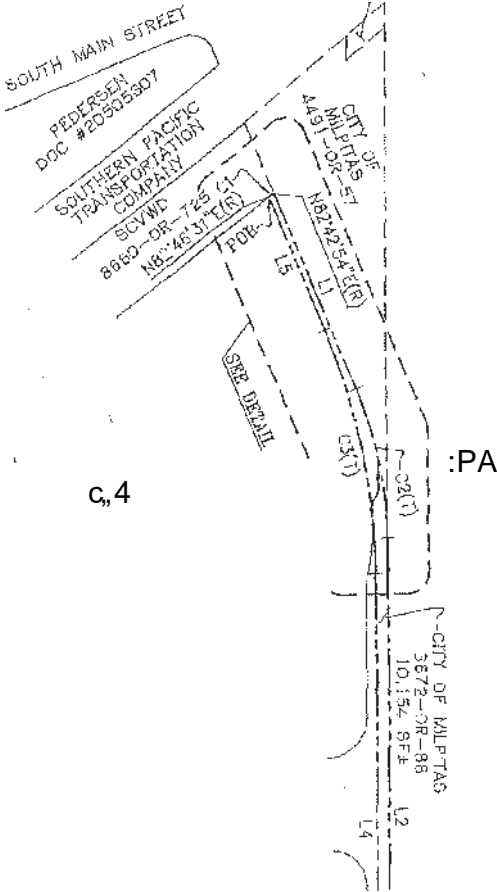
V "

150 300 450

"MIMGM125gl

517-M-42

c,,4



SCALE IN FEET: 1 " = 1 50'

"EXHIBIT B"

A PORTION OF THE LANDS DESCRIBED
IN THE GRANT DEED RECORDED
OCTOBER 20, 1975 IN BOOK B872,
PAGE 88, OFFICIAL RECORDS OF
SANTA CLARA COUNTY, CALIFORNIA
CITY OF MILPITAS, CALIFORNIA

RUGGERI-JENSEN-AZAR

ENGINEERS PLANNERS SURVEYORS
1M5.5 CAMINO ARROYO GIL20Y, CA 95020
P=HONE: (405) 8)8-03DD FAX: (40A) 84-8-0302

SCALE:
0⁹/₁₁/2013

DATE:

JOB NO.:
072030